

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
April 17, 2019

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, April 17, 2019 at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

****Presentation****

Commendation to Bay Port Pirates Girls Basketball Team

The following matters will be considered:

Call to order at 7:00 p.m.

Invocation.

Pledge of Allegiance.

Opening Roll Call: Sieber, De Wane, Hoyer, Lefebvre, Erickson, Borchardt, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Lund, Deneys.

Late: Gruszynski (7:19PM), Nicholson (7:31PM)

Excused: Schadewald

Total Present: 23 Total Late: 2 Total Excused: 1

No. 1 -- ADOPTION OF AGENDA.

Chairman Moynihan amended the agenda by taking Item #11h after Item #2. The agenda was also amended by including omitted items: #11g *Resolution Regarding the Sale of Four Parcels of Land – Brown County Golf Course* and #11j *Resolution Temporarily Reducing N.E.W. Zoo Attendance Fees for Two Days in April Due to Construction.*

A motion was made by Vice Chair Lund and seconded by Supervisor Evans **“to approve agenda as amended.”** Voice vote taken. Motion carried unanimously.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) State name and address for the record.
- b) Comments will be limited to five minutes.
- c) The Board's role is to listen to public comments, and not ask questions, discuss nor take action regarding public comments.

Scott Asplund, 307 S. Adams St, Green Bay, WI 54301 spoke in favor of Item #11b, *An Ordinance to Amend Section 4.71 of Chapter 4 of the Brown County Code of Ordinances (Organ or Bone Marrow Donation or Receipt)*. He spoke about his own personal story of organ donation and how he believes this ordinance will save lives.

Patricia John, 528 Hartung St, Green Bay, WI 54302 addressed the Board regarding her disappointment with the responders during the flooding that took place last month and hopes that something can be put in place before the next flood occurs.

****Supervisor Gruszynski arrived (7:19PM)**

Lee Olson, 1451 Chicago St, Green Bay, WI 54301 addressed the Board regarding his disappointment on how the City of Green Bay's Departments responded to homes being red tagged during the flooding last month.

Matt Giese, 5338 Hwy 57, De Pere, WI 54115 spoke of the proposal for an anaerobic digester on the East River in the Town of Holland. He voiced his concerns regarding the water quality in that area.

Chris Groth, 3384 Wilderness Trl, Green Bay, WI 54313 and Jim Pyle, 2833 River Forest Hills Dr, Pulaski, WI 54162, spoke in favor of Item #11f, *Resolution Authorizing Grant Application to the WI DNR in Order to Acquire Approximately 4.54 Acres of Land on Nicolet Drive for a Public Safe Harbor Boat Landing.*

****Supervisor Nicholson arrived (7:31PM)**

Elke Van Der Werff, 2721 Humboldt Rd, Apt 6, Green Bay, WI 54311 spoke in favor of Item #11e, *Resolution in Support of Continued State Funding for the Knowles-Nelson Stewardship Program.*

***Item #11h was taken at this time.**

Executive Committee and Special Administration Committee

No. 11h -- RESOLUTION AUTHORIZING AND APPROVING THE CONTRIBUTION OF PROPERTY TO THE ASHWAUBENON CDA AND AUTHORIZING AND APPROVING A NEW LEASE WITH THE ASHWAUBENON CDA REGARDING THE BROWN COUNTY EXPO CENTER AND RESCH CENTER

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, on April 17, 1998 the Community Development Authority of the Village of Ashwaubenon, Wisconsin (the "**Authority**" or "**CDA**") adopted a resolution approving the Redevelopment Plan – Brown County Expo Centre Complex Project Area (the "**Redevelopment Plan**") with respect to the Brown County Expo Centre Complex Redevelopment Project Area (the "**Redevelopment Area**"), the boundaries of which were designated by the Authority in its resolution adopted on December 16, 1996, and such area was declared to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act pursuant to a resolution adopted by the Village of Ashwaubenon, Wisconsin (the "**Village**") on December 17, 1996; and

WHEREAS, the Authority and Brown County, Wisconsin (the "**County**") have entered into a Lease (as amended, the "**1999 Lease**") with respect to the lease of a facility located in the

Redevelopment Area now known as the Brown County Resch Center (the “**Resch Center**”) by the Authority to the County in accordance with the Redevelopment Plan, and

WHEREAS, pursuant to an Amended and Restated Cooperation Agreement, dated as of July 11, 2017 (the “**Cooperation Agreement**”), entered into by and among the Authority, the County, the Village, the City of Green Bay, Wisconsin, the Redevelopment Authority of the City of Green Bay, Wisconsin, the Green Bay Area Room Tax Commission, and certain other municipalities in the Green Bay area, among other things, certain agreements were made with respect to the improvements made and to be made by the Authority in the Redevelopment Area, including that the County would contribute property and that the Authority would issue bonds to finance the construction and equipping of a facility described in the Cooperation Agreement as the Expo Center (the “**Expo Center**”); and

WHEREAS, the Authority and the County have undertaken discussions and negotiations relating to the construction and equipping of the Expo Center, which will be connected to the Resch Center; and

WHEREAS, the Authority and the County have also undertaken discussions to amend and restate the 1999 Lease, such that the resulting lease would provide for the lease by the Authority to the County of both the Resch Center and the Expo Center (such amended and restated lease being referred to herein as the “**New Lease**”) for use in accordance with the Redevelopment Plan; and

WHEREAS, it is necessary, desirable, and in the best interest of the County for the Authority (i) to acquire the real property on which the Expo Center will be located (the “**Site**”), and (ii) to issue its lease revenue bonds (the “**Expo Center Bonds**”) for the purpose of financing a portion of the costs of the Expo Center, in a principal amount which, together with additional funds available for the Expo Center, will be sufficient to construct the Expo Center; and

WHEREAS, in connection with the development of the Expo Center, the County desires to contribute the Site to the Authority and to enter into a New Lease, substantially similar to the Draft New Lease attached to and incorporated into this Resolution by attachment and reference, setting forth draft terms and conditions under which the County will lease the Resch Center and the Expo Center from the Authority; and

WHEREAS, the County will be entitled to certain credits with respect to its rent payments under the New Lease, including with respect to certain Net Room Taxes (as defined in the Cooperation Agreement) available to pay debt service on the Expo Center Bonds and the bonds issued by the Authority to refinance the Resch Center; and

WHEREAS, Section 7.01(a) of the Cooperation Agreement states that the Authority shall issue and sell the Expo Center Bonds upon terms acceptable to the County, such acceptance to be conclusively evidenced by the County’s execution of the Lease; and

WHEREAS, a Draft of the New Lease is attached to this Resolution, the terms and conditions of the New Lease are currently being finalized between the Authority and the County, and due to time constraints regarding the issuance of the Expo Center Bonds, it is desired that the Brown County Board of Supervisors provide County Administration, including the County Executive and the County Clerk, with the authority and approval to execute and deliver documents regarding transferring the Site from Brown County to the Ashwaubenon CDA, and to

enter into a Lease Agreement between Brown County and the Ashwaubenon CDA, with terms and conditions substantially similar to the Draft of the New Lease attached to this Resolution, consistent with this Resolution and as deemed acceptable to Brown County Administration and Corporation Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that:

- I. **Approval of Site Contribution**The contribution of the Site to the Authority for the development of the Expo Center in accordance with the Redevelopment Plan and the Cooperation Agreement is hereby approved; and
- II. **Authority and Approval to Execute and Deliver the New Lease**County Administration, including the County Executive and the County Clerk, and any other appropriate County Officials is hereby authorized for, and in the name of, the County to execute and deliver the New Lease, with terms and conditions substantially similar to the Draft New Lease attached to this Resolution, deemed acceptable to Corporation Counsel and with a schedule of rents as shall be approved by County Administration consistent with this Resolution, and their execution thereof shall constitute conclusive evidence of their approval of any such terms and conditions, and of the schedule of rents; and
- III. **General Authorizations**County Administration, including the County Executive, the County Clerk, and any other appropriate County officials are hereby authorized to execute and deliver any and all documents, including any certifications or approvals, necessary for, and related to, the issuance of the Expo Center Bonds, including, but not limited to the New Lease, a bond purchase agreement, an offering document, a continuing disclosure agreement, a closing certificate, a tax agreement, and a deed for the Site. The form of all such documents shall be subject to the prior approval of the Corporation Counsel; and
- IV. **Conflicting Resolutions; Severability; Effective Date**All prior resolutions, rules, or other actions of this Governing Body or any parts thereof in conflict with the provisions of this resolution shall be, and the same hereby are, rescinded insofar as the same may so conflict. In the event that any one or more provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution. This resolution shall take effect immediately upon its adoption and approval in the manner provided by law.

Adopted: April 17, 2019

Fiscal Note: This resolution does not require an appropriation from the General Fund. This resolution authorizes the County to enter into a lease agreement with the Community Development Authority of Ashwaubenon. The schedule of rents will be paid for by room tax revenue pledged by seven municipalities in addition to \$15 million in sales tax revenue, \$4.7 million in excess stadium tax revenue and \$8 million in naming rights revenue. This resolution also requires \$2 million out of the allocated \$15 million in sales tax revenues to be expensed in 2019. If pledged room tax revenue is insufficient to cover the scheduled rents, then the County is obligated to make the payment.

Respectfully submitted,

ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 04/22/2019

19-037R

Authored by County Administration

Approved by Corporation Counsel

A motion was made by Supervisor Nicholson and seconded by Supervisor Landwehr “**to adopt.**” Roll call vote taken.

Roll Call:

Aye: Sieber, De Wane, Hoyer, Gruszynski, Lefebvre, Erickson, Borchardt, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Lund, Deneys.

Nay: Nicholson, Kaster.

Absent: Schadewald.

Total Ayes: 23 Total Nays: 2 Absent: 1

Motion passed.

ATTACHMENTS TO RESOLUTION #11H

ON THE FOLLOWING PAGES

CERTIFICATIONS BY CLERK

I, Sandy Juno, hereby certify that I am the duly qualified and acting Clerk of Brown County, Wisconsin (the "County"), and as such I have in my possession, or have access to, the complete corporate records of the County and of its County Board of Supervisors (the "Governing Body") and that attached hereto is a true, correct, and complete copy of the resolution (the "Resolution") entitled:

**RESOLUTION AUTHORIZING AND APPROVING
THE CONTRIBUTION OF PROPERTY TO THE ASHWAUBENON CDA AND
AUTHORIZING AND APPROVING A NEW LEASE WITH THE ASHWAUBENON
CDA REGARDING THE BROWN COUNTY EXPO CENTER AND RESCH CENTER**

I do hereby further certify as follows:

Meeting Date. On April 17, 2019, a meeting of the Governing Body was held commencing at _____ p.m.

Posting. On April ___, 2019 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the County's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

Notification of Media. On April ___, 2019 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the County.

Open Meeting Law Compliance. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

Members Present. Said meeting was duly called to order by the County Executive (the "Presiding Officer"), who chaired the meeting. Upon roll I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay and _____ Abstained.

Adoption of Resolution. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the County hereto on April _____, 2019.

County Clerk

[Seal]

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

David P. Hemery
Corporation Counsel

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 04-04-2019
REQUEST TO: Exec Comm, Special Admin Comm, and Co Bd
MEETING DATE: 04-08-2019, 04-17-2019 and 04-17-2019 respectively
REQUEST FROM: Dave Hemery
Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance
TITLE: RESOLUTION AUTHORIZING AND APPROVING THE CONTRIBUTION OF PROPERTY TO THE ASHWAUBENON CDA AND AUTHORIZING AND APPROVING A NEW LEASE WITH THE ASHWAUBENON CDA REGARDING THE BROWN COUNTY EXPO CENTER AND RESCH CENTER

ISSUE/BACKGROUND INFORMATION:

New Lease Needed due to Demo of Arena and Construction of Expo Center

ACTION REQUESTED:

Review and Approve

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? *\$This resolution does not require an appropriation from the General Fund. This resolution authorizes the County to enter into a lease agreement with the Community Development Authority of Ashwaubenon. The schedule of rents will be paid for by room tax revenue pledged by seven municipalities in addition to \$15 million in sales tax revenue, \$4.7 million in excess stadium tax revenue and \$8 million in naming rights revenue. This resolution also requires \$2 million out of the allocated \$15 million in sales tax revenues to be expensed in 2019.*
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

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AMENDED AND
RESTATED LEASE

Document Number

Draft New Lease

- Attached To 04-17-2019
Resolution Authorizing and Approving
The Contribution of Property to the Ashwaubenton
CDA and Authorizing and Approving
A New Lease with the Ashwaubenton CDA
Regarding The Brown County Expo Center
and Resch Center
- AS Presented for Consideration
and Approval on 04-17-2019
to the (Special) Administrative
Committee and to The County Board.

Recording Area

Name and Return Address

David B. Ryan
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)

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92491434.1110
11/15/19
11/15/19
11/15/19

AMENDED AND RESTATED LEASE

Dated as of [June 1], 2019

from

COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON, WISCONSIN

to

BROWN COUNTY, WISCONSIN

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AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE (this "**Lease**") is made as of [June 1], 2019, by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a public body and a body corporate and politic (the "**Authority**"), and BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "**County**"), and replaces in its entirety, the Lease, dated as of December 1, 1999, as amended by a First Supplement to Lease (Additional Bonds), dated as of May 1, 2002, and a Second Supplement to Lease (Additional Bonds), dated as of March 1, 2012, by and between the Authority and the County (the "**Prior Lease**").

RECITALS

A. Pursuant to a Cooperation Agreement (as defined herein) by and among the Municipalities (as defined herein), the County, the Authority, the Redevelopment Authority of the City of Green Bay, Wisconsin, and the Green Bay Area Room Tax Commission, the County has contributed and will contribute certain real property to the Authority.

B. Pursuant to the Cooperation Agreement, the Authority issued its \$35,660,000 Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) (the "**Resch Center Bonds**"), which refinanced bonds issued by the Authority in 2002, which refinanced bonds issued by the Authority in 1999, the proceeds of which were used to finance a facility located in the Redevelopment Area (as defined herein) now known as the Brown County Resch Center (the "**Resch Center**").

C. In connection with the issuance of the 1999 bonds that initially financed the Resch Center, the Authority and the County entered into the Prior Lease, with respect to the lease of the Resch Center by the Authority to the County in accordance with the Redevelopment Plan (as defined herein).

D. Pursuant to the Cooperation Agreement, the Authority will make arrangements for the construction and equipping of a facility located in the Redevelopment Area currently described in the Cooperation Agreement as the Expo Center (the "**Expo Center**"), which will be connected to the Resch Center, and other real property improvements to be constructed and installed on the real property contributed by the County to the Authority.

E. Two parcels on which the Resch Center and the Expo Center are situated have been combined into a single parcel pursuant to [Certified Survey Map dated _____, 2019].

F. The Authority desires to lease such real property and real property improvements relating to the Resch Center and the Expo Center to the County, and the County desires to lease such real property and improvements from the Authority.

G. The Authority and the County also desire to amend and restate the Original Lease, such that the resulting lease provides for the lease by the Authority to the County

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of both the Resch Center and the Expo Center for use in accordance with the Redevelopment Plan.

H. The County and the Authority intend that the rent payments for such lease, together with certain other funds received by the Authority, will be sufficient to pay debt service on certain bonds, as described herein, issued by the Authority to finance or refinance both the Resch Center and the Expo Center.

I. The County and the Authority expect that Net Room Tax Revenues available pursuant to the Pledge and Security Agreement (as defined herein) will be available to pay, and the County and the Authority intend that such amounts will constitute credits against, such rent payments.

J. The Authority may, with the written consent of the County and as further described in Section 6.11 hereof, in the future, sell, lease, or otherwise transfer certain portions of or interests in such real property and real property improvements for use consistent with the Redevelopment Plan and the Redevelopment Act (as defined herein).

K. The Trustee under the Resch Center Indenture (as defined herein) has consented to the execution and delivery of this Amended and Restated Lease.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein reserved, mentioned, and contained on the part of the County, its successors, and assigns, to be paid, kept, and performed, the Authority has leased, demised, and let, and by these presents does lease, demise, and let to the County, and the County does hereby consent to said leasing and hereby takes and hires, upon and subject to the conditions hereinafter expressed, the Leasehold Property (as defined herein).

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ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.01 Definitions.

The following terms shall have the following meanings in this Lease unless the text expressly or by necessary implication requires otherwise:

"Act" or "Redevelopment Act" means Sections 66.1333, 66.1335, and 66.1339 of the Wisconsin Statutes.

"Additional Bonds" means Additional Expo Center Bonds and Additional Reach Center Bonds.

"Additional Expo Center Bonds" means all series of lease revenue bonds that the Authority may issue under the Expo Center Indenture from time to time after the issuance of the Series 2019 Expo Center Bonds.

"Additional Resch Center Bonds" means all series of lease revenue bonds that the Authority may issue under the Resch Center Indenture from time to time after the date of this Lease.

"Additional Rents" has the meaning assigned in Section 3.02(b) hereof.

"Amendment to Lease (Base Rents)" means any such Amendment to Lease (Base Rents) substantially in the form of Exhibit D hereto as the Authority and the County may enter into from time to time pursuant to Section 3.02(a) hereof.

"Amendment to Lease (Release of Leasehold Property)" means any such Amendment to Lease (Release of Leasehold Property) substantially in the form of Exhibit E hereto as the Authority and the County may enter into from time to time pursuant to Section 6.01 hereof.

"Authority" means the Community Development Authority of the Village of Ashwaubenon, Wisconsin, a public body and a body corporate and politic created under the Act.

"Base Rents" has the meaning assigned in Section 3.02(a) hereof.

"Bond Fund" means the trust fund of that name created under the applicable Indenture.

"Bonds" means the Resch Center Bonds and the Expo Center Bonds, which are collectively referred to in the Cooperation Agreement as the "Ashwaubenon CDA Bonds".

"Capitalized Interest Fund" means the trust fund of that name created under Section 8.09 of the Expo Center Indenture.

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"Cooperation Agreement" means the Amended and Restated Cooperation Agreement, dated as of July 11, 2017, entered into by and among the Municipalities, the County, the Room Tax Commission, the Redevelopment Authority of the City of Green Bay, Wisconsin, and the Authority.

"County" means Brown County, Wisconsin, a Wisconsin political subdivision.

"County Board" means the County Board of Supervisors of the County.

"Debt Service Reserve Fund" means the trust fund of that name created under Section [8.07] of the Expo Center Indenture.

"Debt Service Reserve Fund Requirement" means has the meaning set forth in the Expo Center Indenture.

"Expo Center" means a facility commonly referred to as the Brown County Expo Center, as more specifically defined in the Cooperation Agreement, to be constructed by the Authority on the Leasehold Property and to be used for the promotion and development of tourism activities within the Redevelopment Area.

"Expo Center Bonds" means the Series 2019 Expo Center Bonds and any Additional Expo Center Bonds.

"Expo Center Indenture" means the Indenture of Trust, dated as of [June 1], 2019, from the Authority to the Trustee, with respect to the Expo Center Bonds, as amended or supplemented from time to time pursuant to the terms thereof.

"Improvements" means (i) any and all real property improvements relating to the construction and equipping of the Expo Center which are to be constructed or installed by the Authority in accordance with the Act and (ii) any and all real property improvements relating to the construction and equipping of the Resch Center which were or are constructed or installed by the Authority in accordance with the Act. More particularly, the Improvements include, without limitation, the real property improvements identified in Exhibit F hereto.

"Indentures" means the Expo Center Indenture and the Resch Center Indenture.

"Lease" means this Lease.

"Leasehold Property" means the real property and real property improvements identified in Exhibit A hereto, together with all buildings, structures, fixtures, and improvements now or hereafter located thereon, as amended from time to time pursuant to an Amendment to Lease (Release of Leasehold Property).

"Material Disturbance" means the occurrence of any of the following:

- (a) the Authority shall, with authorization from its governing body, breach its obligations under this Lease in any material respect or take any other action which, in either case, materially impairs Quiet Enjoyment;

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(b) the County shall be denied Quiet Enjoyment of the Leasehold Property as a result of the failure of the Authority to have had a valid and enforceable good and marketable fee simple title in or to the Leasehold Property subject to no liens or encumbrances other than Permitted Encumbrances at the time such Leasehold Property was made subject to this Lease; or

(c) the taking by eminent domain or inverse condemnation or the damage to or loss or destruction of so much of the Leasehold Property that the County determines in a resolution adopted by the County Board that the Leasehold Property cannot reasonably be restored, repaired, or replaced within one year following the date of such resolution to either substantially the same condition as existed prior to such taking, damage, loss, or destruction or to a condition which permits the County to realize substantially the same intended benefits and public purposes in accordance with the Redevelopment Plan; *provided*, that such taking, damage, loss, or destruction (i) was not the result of willful, deliberate, or negligent action on the part of the County and (ii) will result in a material impairment of Quiet Enjoyment.

"Municipalities" means the City of Green Bay, Wisconsin, the City of De Pere, Wisconsin, the Village of Allouez, Wisconsin, the Village of Ashwaubenon, Wisconsin, the Village of Howard, Wisconsin, the Village of Bellevue, Wisconsin, and the Village of Suamico, Wisconsin.

"Net Room Taxes" means the Room Taxes levied, enforced, and collected by or with respect to the Municipalities from time to time minus the amount of Additional Room Taxes (as defined in the Pledge and Security Agreement) transferred to the Additional Room Tax Fund pursuant to Section 4.04 of the Pledge and Security Agreement, and minus the amount allocated to the Room Tax Administrative Fund pursuant to Section 4.01(a) of the Pledge and Security Agreement.

"Permitted Encumbrances" means the liens, encumbrances, covenants, conditions, restrictions, and other items set forth in Exhibit B hereto.

"Pledge and Security Agreement" means the Second Amended and Restated Pledge and Security Agreement, dated as of July 11, 2017, by and among the Municipalities, the County, the Room Tax Commission, and the Trustee, incorporating the pledge of Net Room Taxes to the payment of debt service and certain administrative fees on the Resch Center Bonds and the Green Bay RDA Bonds (as defined in the Cooperation Agreement), which includes the allocation of Surplus Room Net Room Tax Revenues to the payment of debt service and certain administrative fees on the Bonds and certain additional applications of the Surplus Net Room Tax Revenues.

"Quiet Enjoyment" means the right of the County to peaceably and quietly have, hold, and enjoy the Leasehold Property and to use the Leasehold Property for the purposes intended or permitted by this Lease.

"Redevelopment Area" means the Brown County Expo Centre Complex Redevelopment Project Area, the boundaries of which were designated by the Authority in its

resolution adopted on December 16, 1996, and such area was declared to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act pursuant to a resolution adopted by the Village on December 17, 1996.

"Redevelopment Plan" means the Redevelopment Plan – Brown County Expo Centre Complex Project Area for the Redevelopment Area approved by the Authority on April 17, 1998 and approved by the Village on April 28, 1998.

"Rents" means the Base Rents and the Additional Rents.

"Resch Center Bonds" means the Authority's \$35,660,000 Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project), dated March 29, 2012, issued pursuant to the Resch Center Indenture, and any Additional Resch Center Bonds.

"Resch Center Indenture" means the Indenture of Trust, dated as of December 1, 1999, as amended by a First Supplement to Indenture of Trust, dated as of May 1, 2002, and a Second Supplement to Indenture of Trust, dated as of March 1, 2012, each from the Authority to the Trustee, with respect to the Resch Center Bonds, as amended or supplemented from time to time pursuant to the terms thereof.

"Revenue Fund" means the trust fund of that name created under Section [8.03] of the Expo Indenture.

"Room Tax Act" means Section 66.0615 of the Wisconsin Statutes, as amended from time to time.

"Room Tax Commission" means the Green Bay Area Room Tax Commission, a Wisconsin intergovernmental commission.

"Room Tax Stabilization Fund" means the trust fund of that name created under the Green Bay Indenture (as defined in the Cooperation Agreement) and continued under Section 8.08 of the Resch Center Indenture, which includes a Debt Service Reserve Fund for the Resch Center Bonds under the Resch Center Indenture, and the successor "Room Tax Stabilization Fund" to be created under Section 4.06(a) of the Pledge and Security Agreement when the Resch Center Indenture is no longer in effect due to the payment in full or legal defeasance of the Resch Center Bonds.

"Room Taxes" means those room taxes levied and collected by the Municipalities pursuant to the Room Tax Act and the Cooperation Agreement.

"Series 2019 Expo Center Bonds" means the Authority's Lease Revenue Bonds, Series 2019 (Brown County Expo Center Project), dated [June ____], 2019, issued in the aggregate principal amount of \$_____ pursuant to the Expo Center Indenture.

"Surplus Net Room Tax Revenues" means Net Room Taxes remaining after the allocation of Net Room Taxes in respect of the Green Bay RDA Bonds (as defined in the Cooperation Agreement) and the Resch Center Bonds as described in Section 4.01(b) of the Pledge and Security Agreement, held in the Room Tax Stabilization Fund and applied as

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described in Section 4.06(b)(2) of the Pledge and Security Agreement, including to pay debt service and certain administrative fees on the Expo Center Bonds.

"Tax-Exempt Bonds" shall have the meaning assigned in Section 2.03 hereof.

"Trustee" means Associated Trust Company, National Association, as trustee under the applicable Indenture, or its successors in such capacity.

"Unassigned Rights" means the rights of the Authority under Sections 2.02 and 6.11 hereof.

"Village" means the Village of Ashwaubenon, Wisconsin, a Wisconsin municipal corporation and political subdivision.

Section 1.02 Use of Phrases.

The following provisions shall be applied whenever appropriate herein:

"Herein", "hereby", "hereunder", "hereof", and other equivalent words refer to this Lease as an entirety and not solely to the particular portion of this Lease in which any such word is used.

The definitions set forth in Section 1.01 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and the plural and to cover all genders.

Unless otherwise provided, any determinations or reports hereunder which require the application of accounting concepts or principles shall be made in accordance with generally accepted accounting principles.

ARTICLE II

RESTRICTIONS ON USE

Section 2.01 Intended Use.

The Authority and the County intend that the Leasehold Property be used primarily for amenities and other benefits to the general public, the coordinated development or redevelopment of the Redevelopment Area and for the promotion and development of tourism activities within the Redevelopment Area through the construction and operation of the Expo Center and the continued operation of the Resch Center as described in the Cooperation Agreement, all in furtherance of the Redevelopment Plan. The Authority shall carry out or cause to be carried out the construction and equipping of the Expo Center on the Leasehold Property in accordance with the Cooperation Agreement. The Authority will apply the proceeds from the sale of the Series 2019 Expo Center Bonds (i) to cause the construction and installation of the Expo Center and related Improvements, (ii) to pay costs of issuance of the Series 2019 Expo

Center Bonds, and (iii) to fund the Debt Service Reserve Fund and the Capitalized Interest Fund created under the Expo Center Indenture.

Section 2.02 Restrictions.

The County agrees that the use of the Leasehold Property shall be in furtherance of the Redevelopment Plan.

Section 2.03 Covenants for Benefit of Owners of Tax-Exempt Bonds.

The Series 2019 Expo Center Bonds will be, and some or all Additional Bonds may be, issued and accompanied by a written opinion of bond counsel to the effect that interest thereon will be excluded from gross income for federal and state income tax purposes ("Tax-Exempt Bonds"). Each of the Authority and the County covenants that it will not take or allow any action that causes interest on any of the Tax-Exempt Bonds to be included in gross income for federal or state income tax purposes.

ARTICLE III

TERM AND RENTS

Section 3.01 Term.

The term of this Lease shall be for the period commencing on [June 1], 2019, and ending on the latest stated maturity date of any of the Bonds, unless this Lease shall sooner terminate pursuant to Section 6.03 or by mutual agreement of the Authority and the County; *provided, however*, that except as provided in Section 6.03, the end of said term shall not be advanced nor shall this Lease expire or be terminated so long as any of the Bonds shall be Outstanding (as defined in the respective Indentures); *provided, further*, that when the Authority shall have received Rents under Section 3.02 hereof in an amount equal to all the principal of, premium, if any, and interest on, all Bonds and shall have fully paid (or provided for the payment thereof in accordance with the respective Indentures) such principal, premium, if any, and interest, the term of this Lease shall automatically terminate, and the Authority shall take full title and possession of the Leasehold Property, subject, however, to Permitted Encumbrances and to the option to purchase in favor of the County as provided in Section 6.10 hereof.

Section 3.02 Rents.

(a) The County agrees to pay to the Trustee for the account of the Authority, without set-off (but subject to credits as provided in subsection (c) below), rents in the amounts and at the times set forth on Exhibit C (the "Base Rents"); *provided, however*, that the schedule of Base Rents may be amended from time to time by the execution and delivery of an Amendment to Lease (Base Rents), as follows:

- (1) In the event that any Bonds are called for redemption (other than any mandatory sinking fund redemption) or are defeased pursuant to the applicable Indenture, the schedule of Base Rents shall be modified to reflect reductions in Base Rents equal to the principal

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and interest payments that would otherwise have become due with respect to such Bonds that have been so redeemed or defeased. Without limiting the generality of the foregoing, the schedule of Base Rents shall be modified to the extent that any funds that remain in the Construction Fund under the Expo Center Indenture, after the Authority and the County have certified to the Trustee that the construction of the Expo Center has been completed and all costs have been paid, are used to redeem Series 2019 Expo Center Bonds.

- (2) In connection with the issuance of any Additional Bonds, the schedule of Base Rents shall be revised to reflect increases in Base Rents (or net increases, if any, giving effect to corresponding reductions under clause (1) above in the case of refunding Bonds) in amounts in which and on the dates on which such principal and interest are scheduled to become due.

(b) With respect to each series of Bonds, the County agrees to pay to the Trustee for the account of the Authority, without set-off, the following rents (the "Additional Rents") at the following times:

- (1) an amount equal to the periodic fees and expenses incurred in connection with the Bonds, including but not limited to, the periodic fees and expenses of the Trustee as provided in Section 3.09, plus
- (2) an amount equal to any arbitrage rebate payments that must be paid with respect to any Tax-Exempt Bonds (including, with respect to the Series 2019 Expo Center Bonds, amounts determined as described in Section 9.03 of the Expo Center Indenture and in Section 9.02 of the Resch Center Indenture), to the extent such rebate payments are due and there are insufficient funds in the applicable Indenture available for such payment.

(c) Notwithstanding the foregoing, the County shall be entitled to credits against [Base] Rents to the extent that the following amounts are available to pay debt service of the Bonds under the applicable Indentures(s):

- (1) Net Room Taxes and Surplus Net Room Tax Revenues as described in the Cooperation Agreement and pledged pursuant to the Pledge and Security Agreement; and
- (2) amounts available for the payment of debt service on the Bonds in the applicable Bond Fund [, or available for payment of the Expo Center Bonds in the Revenue Fund or the Capitalized Interest Fund] pursuant to the respective Indentures and the Pledge and Security Agreement (including, without limitation, any investment

earnings on the trust funds under the respective Indentures available for such purpose);

(d) The obligation of the County to pay Rents shall be subject to the conditions described in Section 3.17 but shall not otherwise be subject to any diminution by set-off, counterclaim, abatement, suspension, or defense.

(e) The County shall notify the Authority and the Trustee in writing of any failure by the County to include in its annual budget provision for the payment of any Base Rents, Additional Rents, or other amounts to become due hereunder during the fiscal period to which such budget applies.

(f) The Authority and the County agree and acknowledge that the Leasehold Property is being leased at its fair market value, giving consideration to the requirements set forth in Section 2.02.

Section 3.03 Taxes Imposed on Leasehold Property.

The County agrees to pay from available appropriations an amount equivalent to any and all *ad valorem* taxes and special assessments and other similar impositions assessed or levied or imposed by any taxing authority against the Leasehold Property or the interest of the Authority therein. Payment of such amounts shall be made by the County to the Authority upon presentation by the Authority to the County of the bills for such taxes, assessments, or other impositions or upon the furnishing of proof that such taxes, assessments, or other impositions are due and owing. Payment of any tax shall not be required so long as the County is contesting such tax in good faith and by appropriate proceedings.

Section 3.04 Taxes Imposed on Rentals.

The County agrees to pay from available appropriations an amount equivalent to any tax or excise on rentals or other taxes, however described, levied, assessed, or imposed by the State of Wisconsin or any political subdivision or any taxing authority thereof against the Authority or the rentals provided hereunder, but only to the extent of the amount thereof which is lawfully levied, assessed, or imposed as a direct result of the Authority's ownership of the Leasehold Property and the occupancy thereof by the County or of this Lease or of the rental accruing hereunder. Payment of such amounts shall be made by the County to the Authority upon presentation by the Authority to the County of the bills for such taxes or excises on such rents or upon the furnishing of proof that such taxes or excises on such rents are due and owing. Payment of any tax shall not be required so long as the County is contesting such tax in good faith and by appropriate proceedings.

Section 3.05 Taxes Imposed on Income.

The County agrees to pay from available appropriations an amount equivalent to any franchise, succession, capital levy, or transfer tax, or any income, excess profits, or revenue tax, or any other tax, assessment, charge, or levy upon the rent payable by the County pursuant to this Lease, but only to the extent of the amount thereof which is lawfully levied, assessed, or imposed upon the Authority. Payment of such amount shall be made by the County to the

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Authority upon presentation by the Authority to the County of the bills for such tax, assessment, charge, or levy or upon the furnishing of proof that such tax, assessment, charge, or levy is due and owing. Payment of any tax shall not be required so long as the County is contesting such tax in good faith and by appropriate proceedings.

Section 3.06 Pledge and Assignment to Trustee.

Simultaneously with the delivery of this Lease, the Authority shall pledge and assign to the Trustee under each Indenture all the Authority's right, title, and interest in and to this Lease and all the Authority's rights to receive payments hereunder; *provided, however*, that the Authority shall reserve the right to enforce the Unassigned Rights in its own name and for its own account. The County hereby consents to such pledge and assignment and agrees that each Trustee may enforce any and all rights, privileges, and remedies of the Authority (other than the Unassigned Rights) under or with respect to this Lease as and to the extent provided in the applicable assignment. The Trustee shall not by such pledge and assignment be deemed to have assumed the obligations of the Authority hereunder and shall have no obligations hereunder except as expressly provided herein or in the Indenture.

Section 3.07 Debt Service on Bonds.

The Authority covenants and agrees to use and apply the Rents payable hereunder to pay the principal of, premium, if any, and interest on the Bonds at the times and in the manner provided in the Indentures.

Section 3.08 Investment of Bond Funds.

The Authority authorizes the County, in its stead, to direct the investment of moneys in trust funds established in each Indenture, subject to the restrictions therein.

Section 3.09 Fees of Trustee.

The County agrees to pay all fees and expenses of each Trustee for its services under the applicable Indenture, including, but not limited to, fees for any rebate determination provided as described in Section 9.03 of the Expo Center Indenture and as described in Section 9.02 of the Resch Center Indenture in the event there are insufficient funds for such purpose in the Revenue Fund as provided in Sections 8.03 and 12.13 of the Expo Center Indenture or the Room Tax Stabilization Fund as provided in Section 8.08 of the Resch Center Indenture.

Section 3.10 Payment of Costs and Expenses.

If the County defaults under any provisions of this Lease, and the Authority or a Trustee, or both, employ attorneys or incur other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of the County herein contained, then the County agrees that it will on demand therefor pay to the Authority or such Trustee, as the case may be, the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority or such Trustee.

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Section 3.11 Performance for Authority Under Indentures.

The Authority agrees that the County may, but shall not be obligated to, perform any such acts and do all such things in the place and stead of the Authority as the County shall deem necessary to prevent or correct any "default" or "event of default" caused or about to be caused by the Authority under either Indenture.

Section 3.12 Not Debt.

Notwithstanding anything to the contrary herein contained by implication or otherwise, the obligations of the County created by, or arising out of, this Lease shall not be general debt obligations of the County.

Section 3.13 Prepayment.

The Authority authorizes the County, in its place and stead, to call any of the Bonds for optional redemption prior to maturity, in whole or in part, pursuant to the terms and conditions of the Indenture; *provided, however*, that the County shall prepay the applicable Rents hereunder so that such Rents suffice to pay the principal of, and premium, if any, and interest on, such Bonds due on the date of redemption. The County agrees that, without the consent of the Authority, it shall not make any prepayments of Rents due under this Lease without calling for redemption Bonds having a redemption price equal to the amount of such prepayment.

Section 3.14 Repairs and Maintenance.

The County covenants and agrees throughout the term of this Lease to maintain the Leasehold Property and keep the same in as good order and condition (reasonable use and wear thereof excepted) and will promptly make or cause to be made all necessary repairs, interior and exterior, structural and nonstructural. When used in this Section 3.14, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the County shall be at least equal in quality and class to the original work.

Section 3.15 Utilities.

The County agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service, or any other service used, rendered, or supplied upon or in connection with the Leasehold Property during the term of this Lease and to protect the Authority and save it harmless against any liability or damages on such account. The County shall also procure any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Leasehold Property of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such services to and upon the Leasehold Property.

Section 3.16 Title.

The Authority represents and warrants to the County that the Authority has good and marketable title to the Leasehold Property subject to no liens or encumbrances other than Permitted Encumbrances.

Section 3.17 Quiet Enjoyment.

The Authority covenants that the County shall have Quiet Enjoyment of the Leasehold Property, free from hindrance or disturbance by the Authority or by anyone claiming by, through or under the Authority. The obligation of the County to pay Base Rents and Additional Rents and other amounts due under this Article III shall be on the condition that, and shall accrue only as, this Lease shall remain in effect without termination as provided in Sections 3.01 and 6.03.

ARTICLE IV

COVENANTS OF COUNTY

Section 4.01 Improvements.

The County agrees that the value received from the Authority is fair and reasonable in relation to the obligations of the County hereunder. As between the Authority and the County, the County assumes all responsibilities and shall bear all risks relating to the operation and maintenance of the Leasehold Property.

Section 4.02 Public Liability Insurance.

The County shall maintain or cause to be maintained general public liability insurance against all claims for personal injury, death, or property damage for which the Authority or County might be liable, occurring upon, in, or about the Leasehold Property or any buildings, facilities, sidewalks, streets, and passageways therein or thereon; such insurance to afford protection to the Authority and the County to the limit of not less than \$1,000,000 per occurrence in respect of personal injury and death and property damage, or such other limits as may be mutually agreed upon. The County shall provide the Authority and the Trustee with a certificate of insurance naming the Authority and the Trustee as additional insureds and providing 30 days' notice of cancellation.

The County specifically reserves and does not waive its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Chapter 893 of the Wisconsin Statutes and related statutes.

Section 4.03 Hazard Insurance.

(a) The County shall cause any improvements, buildings, and structures and contents thereof that are part of the Leasehold Property as are typically insured by the County (including construction in progress), if any, to be continually insured during the term of this Lease against damage or destruction by fire, windstorm, and any other loss or damage customarily insured in connection with comparable property, in an amount equal to 100% of the insurable value of such property. Each such insurance policy shall contain a clause making all losses payable to the Trustees and shall contain a replacement cost endorsement. The County shall provide the Authority and each Trustee with a certificate of insurance (naming the Authority as owner, and each Trustee as loss payee) and providing 30 days' notice of cancellation. During the construction of the Expo

Center, the County shall cause to be maintained in effect all risk coverage in the full amount of the construction contract and all soft costs. All insurance policies required herein shall be obtained from an insurance company with A.M. Best rating of A-VIII or better.

(b) In case of damage, loss, or destruction of the Leasehold Property, or any part thereof, or any fixtures or equipment thereof, the proceeds of any insurance which pertains to such premises, fixtures and equipment shall be paid, deposited, used, and applied as provided in Sections 6.02 and 6.03 hereof.

(c) In consideration of the provisions of this Lease giving and granting to the County exclusive possession, custody, and control of the Leasehold Property, the County hereby assumes all risks in connection with any damage, loss, or destruction of the Leasehold Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss, or destruction, the County covenants and agrees to repair, restore, rebuild, or replace the same to a good and tenantable condition, either from the proceeds of insurance as provided above in this Section 4.03 or, to the extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

Section 4.04 Compliance with Laws and Regulations.

The County agrees that throughout the term of this Lease, it will promptly comply with all laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and local governments and agencies and departments thereof which are applicable to the County and the Leasehold Property, and whether or not the same require structural repairs or alterations, which may be applicable to the Leasehold Property, the fixtures, or equipment thereof, or the sidewalks, curbs, and parking areas adjoining the Leasehold Property, or the use or manner of use of the Leasehold Property. The County will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Leasehold Property and the fixtures and equipment thereof.

Section 4.05 Alterations and Additions.

The County shall have the right at any time and from time to time during the term of this Lease, without liability to the Authority, to make such changes, alterations, and additions, structural or otherwise, to the Leasehold Property and the fixtures and equipment thereof, now or hereafter located on the Leasehold Property, as the County shall deem necessary or desirable in connection with the use of the Leasehold Property (but subject to the terms of the Cooperation Agreement). All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leasehold Property or the rental value thereof. The cost of any such change, alteration, or addition shall be promptly paid and discharged so that the Leasehold Property shall at all times be free of liens for labor and materials supplied with respect to the Leasehold Property. All alterations and improvements to the Leasehold Property shall be and become a part of the Leasehold Property; *provided, however*, that any and all trade fixtures and equipment installed by the County (or any person claiming under the County), if any, may be replaced at any time during the term of this Lease and may be

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removed at the expiration or sooner termination of this Lease, *provided*, that the County, at its cost and expense, repairs any damage to the Leasehold Property caused by such removal.

Section 4.06 Covenant Against Waste.

The County covenants not to do or suffer or permit any waste or damage, disfigurement, or injury to the Leasehold Property or any building or improvement now or hereafter on the Leasehold Property or the fixtures or equipment thereof.

Section 4.07 Debt Service Reserve Fund.

Simultaneously with the issuance and sale of the Series 2019 Expo Center Bonds, a deposit will be made to the Debt Service Reserve Fund so that the balance in the Debt Service Reserve Fund is equal to the Debt Service Reserve Fund Requirement. Money on deposit in the Debt Service Reserve Fund will be used to make up any deficiencies in the Bond Fund and for the other purposes as provided in the Expo Center Indenture.

In the event the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement:

- (a) On any date as a result of a transfer from the Debt Service Reserve Fund to the Bond Fund due to a deficiency in said account, then the County agrees to deposit amounts sufficient to make up the deficiency in six substantially equal monthly installments beginning with the first day of the month succeeding the receipt of notice from the Trustee that the deficiency occurred; or
- (b) For any other reason, including a determination on a Valuation Date (as defined in the Indenture) that the market value of the securities then on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement, then the County agrees to deposit in the Debt Service Reserve Fund amounts sufficient to make up the deficiency, to the extent moneys are not available for such purpose in the Room Tax Stabilization Fund, within 90 days following the date on which the County received notice of the deficiency.

Section 4.08 Limitations on Management Contracts.

The County shall not enter into a management, service, or incentive payment contract with a service provider under which the service provider provides services involving all, or any portion of, or any function of, the Expo Center (a "**management contract**") that may result in private business use of the Expo Center facilities or property, based on all the facts and circumstances. Any management contract entered into by the County for the management of the Expo Center shall comply with IRS guidelines. The County agrees to consult with bond counsel prior to entering into any management contract with respect to the Expo Center facilities or property.

ARTICLE V

SUBLETTING AND ASSIGNMENT

Section 5.01 Subletting and Assignment.

(a) The County may sublet the Leasehold Property or any part thereof and may assign or otherwise transfer all of its right and interest hereunder provided that:

- (1) Each such sublease, transfer or assignment shall not be inconsistent with Section 2.02 or any other provisions of this Lease,
- (2) No assignment, transfer or sublease shall affect or reduce any of the obligations of the County under this Lease and the County shall not be released from this Lease but all obligations of the County hereunder shall continue in full force and effect as the obligations of the principal and not of the guarantor or surety,
- (3) The County shall give the Authority prior written notice of any such proposed assignment, transfer, or sublease,
- (4) If any Tax-Exempt Bonds are then outstanding, the County shall have provided the Authority with a written opinion of nationally recognized municipal bond counsel to the effect that sublease, transfer or assignment shall not adversely affect the exclusion of the interest on the such Tax-Exempt Bonds from gross income for federal income tax purposes; and
- (5) No assignment shall occur by operation of law.

(b) Except as permitted in this Section 5.01 and except for Permitted Encumbrances and the assignment of this Lease to the Trustees, so long as any Bonds of the Authority are outstanding, neither the Authority nor the County shall mortgage, assign or pledge its interests in the Leasehold Property or any rents payable with respect thereto.

Section 5.02 Priority of Lease.

No sublessee or assignee of the Leasehold Property shall mortgage, assign or pledge its interest in the Leasehold Property or any rents payable with respect thereto.

ARTICLE VI

CERTAIN CONDITIONS OF LEASE

Section 6.01 Notice of Condemnation or Destruction.

In the event of any condemnation, inverse condemnation, damage, loss, or destruction affecting the Leasehold Property, the County shall promptly, and in any event within 90 days, thereafter file a certificate with the Authority and the Trustee indicating whether the same is a Material Disturbance. If there is a Material Disturbance, such certificate shall attach the resolution(s) referred to in the definition of "Material Disturbance" in Section 1.01 hereof and in Section 6.03 hereof. If such certificate is not timely filed, then the condemnation, inverse condemnation, damage, loss, or destruction shall not be deemed to be a Material Disturbance for purposes of this Lease.

Section 6.02 Condemnation or Damage.

(a) In the event of any condemnation, inverse condemnation, damage, loss, or destruction affecting the Leasehold Property which does not result in a Material Disturbance, all condemnation and insurance proceeds shall be paid to the Trustee for deposit into the Condemnation and Insurance Proceeds Fund established under the applicable Indenture(s), and applied at the direction of the County either (i) to the replacement, repair, restoration, or rebuilding of the Leasehold Property as promptly as possible to a condition substantially equivalent to that existing prior to such condemnation or casualty or (ii) to the redemption of applicable Bonds (to the extent they may be redeemed under the related Indenture) and related prepayment of Base Rents, without replacement, repair, or restoration. To the extent that such proceeds are not used to redeem Bonds, all such proceeds shall be deposited with the applicable Trustee to be held for disbursement in payment or reimbursement of the costs of such replacement, repair, or restoration, and the term hereof and the Base Rents and other payments due hereunder shall continue without modification.

(b) In the event of any condemnation, inverse condemnation, damage, loss, or destruction affecting the Leasehold Property which results in a Material Disturbance, (i) if the County has exercised its right to terminate this Lease as provided in Section 6.03, all condemnation and insurance proceeds shall be paid to the Trustee for deposit into the Condemnation and Insurance Proceeds Fund established under the applicable Indenture(s), shall be the property of the Authority and shall be applied to the redemption of the Bonds as provided in Section 6.03 hereof; or (ii) if the County has not so exercised its right to terminate this Lease, then all condemnation and insurance proceeds shall be paid, deposited, and applied as provided in subsection (a) above, and the term hereof and the Base Rents and other payments due hereunder shall continue without modification.

(c) Any application of condemnation or insurance proceeds pursuant to clause (ii) of subsection (b) above shall be deemed an irrevocable election by the County not to exercise any right it may have to terminate this Lease under Section 6.03 as a result of the

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condemnation, inverse condemnation, damage, loss, or destruction giving rise to such proceeds.

Section 6.03 Material Disturbance; Termination of Lease.

In the event of a Material Disturbance, and provided the County has timely complied with the provisions of Section 6.01, the County shall have the right to terminate this Lease; *provided, however*, that the County may exercise such right only upon the County Board's adoption of a resolution determining such Material Disturbance to be just cause for the termination of this Lease, taking into account findings, which shall be set forth in such resolution, as to the effect of a Lease termination on the purposes of the Redevelopment Plan and the County's credit rating and reputation, possible alternative courses of action, and any other matters affecting the public interest. Upon the County's exercise of such right, the Bonds shall be called for redemption in accordance with the Indentures, and this Lease shall terminate on the date fixed for redemption, at which time the Authority may retake full title and possession of the Leasehold Property, subject to Permitted Encumbrances.

Section 6.04 Merger of Interest.

It is mutually agreed by the parties hereto that so long as any of the Bonds are outstanding, the leasehold interest and estate created by this Lease shall not be merged or deemed to be merged with any reversionary interest or estate of the County in the Leasehold Property.

Section 6.05 Right to Inspect.

The County covenants and agrees to permit the Authority, the Trustee, and their respective authorized agents and representatives to enter the Leasehold Property at all times during usual business hours for the purpose of inspecting the same.

Section 6.06 Surrender of Right of Reentry and Acceleration.

The Authority for itself and its successors and assigns hereby waives, surrenders, relinquishes, and releases, during the term of this Lease, any and all rights of reentry, or to retake possession of, or to evict the County from its tenancy of, the Leasehold Property, or to accelerate the payment of Rents or any other amounts due hereunder, and hereby covenants and agrees not to exercise any such right in the event of the failure of the County to make payment of the Rents or any other amounts due hereunder or in the event of any other default or defaults hereunder by the County. The only remedies of the Authority in such event shall be legal proceedings to collect such Rents or other amounts due hereunder and to require performance by the County of its obligations hereunder.

Section 6.07 Character of Lease.

It is mutually agreed that this is an absolutely "net" lease and notwithstanding any language herein to the contrary, it is intended, and the County expressly covenants and agrees, that all Rents and other payments herein required to be made by the County to the Authority shall be made without notice or demand and without set-off (except with respect to credits

expressly provided for in Section 3.02(c) hereof), counterclaim, suspension, deduction, or defense, and shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring, or protection of the Leasehold Property or any part thereof, all such obligations being the responsibility of the County.

Section 6.08 Condition of Premises.

The County shall at all times fully familiarize itself with the physical condition of the Leasehold Property and the improvements, fixtures and equipment thereof. The Authority makes no representations whatsoever in connection with the condition of the Leasehold Property, and the Authority shall not be liable for any latent or patent defects therein.

Section 6.09 Consent to Suit.

The County hereby consents and agrees to the institution of any and all actions, including mandamus, against the County or any of its officers which may arise out of this Lease, and, to the extent permitted by law, the County waives resort, prior to the bringing of any such action by the Authority or its assignee, as lessor hereunder, to any administrative claim procedure provided in the Wisconsin Statutes; it being expressly understood that this Lease is solely a municipal obligation and that no personal liability whatever shall attach to, or is or shall be incurred by, the officers of the County. Upon the occurrence of a default hereunder, to the extent that such rights may then lawfully be waived, neither the County nor anyone claiming through it or under it shall set up, claim, or seek to take advantage of any moratorium, stay, extension, or redemption laws now or hereafter in force to prevent or hinder the enforcement of this Lease, but the County for itself and all who may claim through or under it hereby waives, to the extent that it lawfully may do so, the benefit of all such laws to which it may be entitled by law.

Section 6.10 Termination of Option Agreement; Return of Leasehold Property.

The Authority and the County hereby consent and agree to terminate the Option Agreement, dated as of December 1, 1999, entered into by and between the Authority and the County in connection with the initial issuance of the Resch Center Bonds for the purchase of the Resch Center upon the termination of the Prior Lease (as defined in the recitals hereto) or the prepayment of all outstanding Resch Center Bonds.

Upon the termination of this Lease, except for termination under Section 6.03, either the County or its assignee, shall have, and is hereby granted, an option to purchase all the Authority's right, title, and interest in and to the Leasehold Property [for a price of \$100]. Such grant of the Authority's right, title and interest in and to the Leasehold Property may be evidenced by a deed or other appropriate transfer document executed by the Authority on any date after the date of the full and final retirement of all the Bonds (or provision therefor in accordance with the Indentures). In the event this Lease shall be terminated under Section 6.03,

the option to purchase the Authority's right, title and interest in and to the Leasehold Property shall not be granted to the County.

Section 6.11 Transfer, Release, Amendment, Assignment of Leasehold Property.

(a) The Authority and the County agree that from time to time the Authority, with the written consent of the County, may sell, lease, or otherwise transfer (any such sale, lease, or transfer being referred to herein as a "transfer"), portions of or interests in the Leasehold Property for use consistent with the purposes of carrying out redevelopment, blight elimination, slum clearance and urban renewal programs and projects pursuant to the Redevelopment Plan and the Act, *provided*, that such transfers do not include the Resch Center or the Expo Center and would not, individually or cumulatively, have a materially adverse effect on the intended use of the Leasehold Property as provided in Section 2.01 hereof. Prior to or at the time of any such transfer the Authority and the County shall execute and deliver an Amendment to Lease (Release of Leasehold Property (the execution thereof by the County shall constitute the County's written consent of such transfer), releasing such portions or interests so transferred from this Lease, and the Authority shall execute and deliver any deeds necessary for such transfers. Upon the execution and delivery of such Amendment to Lease (Release of Leasehold Property), such portions or interests transferred shall no longer be a part of the Leasehold Property and shall be free and clear of this Lease and all conditions, terms, and provisions hereof.

(b) In the event of the transfer and release of any portions of or interests in the Leasehold Property from this Lease, there shall be no abatement of any Rents due under this Lease by reason of such transfers and releases.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Amendments.

This Lease shall not be effectively amended, changed, modified, altered, or terminated (except as provided in Sections 3.01 or 6.03 hereof) without the concurring written consent of the Trustee and no modification, alteration or amendment to this Lease shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto. Notwithstanding the foregoing, no consent of the Trustee shall be necessary when an Amendment to Lease (Base Rents) is entered into for the purpose of amending Exhibit C hereto to reflect revisions to the schedule of Base Rents as provided in Section 3.02(a)(1) or (2) hereof.

Section 7.02 Successors.

Except as limited or conditioned by the express provisions hereof, the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

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Section 7.03 Governing Law.

The laws of the State of Wisconsin shall govern this Lease.

Section 7.04 Captions.

The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Lease.

Section 7.05 Counterparts.

This Lease may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 7.06 Notices.

All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, or when sent by first class mail, email, or overnight delivery service and addressed as follows:

If to the County:

Brown County
Attention: Director of Administration
305 East Walnut Street
Green Bay, Wisconsin 54305
Telephone: (920) 448-4035
Email: weininger_cj@co.brown.wi.us

If to the Authority:

Community Development Authority of the Village of Ashwaubenon
Attention: Secretary
2155 Holmgren Way
Green Bay, Wisconsin 54304
Telephone: (920) 492-2320
Email: aswanson@ashwaubenon.com

If to the Trustee:

Associated Trust Company, National Association
Attention: Mr. Eric Wied
Corporate Trust Administration
200 North Adams Street
Green Bay, Wisconsin 54301
Telephone: (920) 433-3275
Email: eric.wied@associatedbank.com

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The Authority, the County, and the Trustee, may from time to time, designate in writing to the other parties a different address to which notices shall be sent.

Each notice, certificate, or other communication given hereunder by either the County or the Authority shall also be concurrently given to the Trustee, to Robert W. Baird & Co. Incorporated, as underwriter for the Series 2019 Expo Center Bonds, and to the underwriter for each series of Additional Bonds.

Section 7.07 Severability.

If any provisions of this Lease shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or Sections or subsections in this Lease contained shall not affect the remaining portions of this Lease, or any part thereof.

Section 7.08 Recording.

Either party hereto may record this Lease, or a memorandum or short form hereof executed by both of such parties, in the office of the Register of Deeds for Brown County, Wisconsin. If this Lease (or a memorandum or short form hereof) is so recorded, then such recording party hereby agrees to record each and every amendment hereto entered into by the parties hereto (or a memorandum or short form thereof executed by both of such parties).

[Signature Page Follows]

IN WITNESS WHEREOF, Brown County, Wisconsin, has caused this Lease to be executed by its County Executive and Clerk and its corporate seal affixed, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin has caused this Lease to be executed by its Chairperson and Secretary and its corporate seal affixed, if any, all as of the date first written above.

BROWN COUNTY, WISCONSIN

[SEAL]

By _____
Troy Streckenbach
County Executive

And _____
Sandra L. Juno
County Clerk

COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON, WISCONSIN

[SEAL]

By _____
Chairperson

By _____
Secretary

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[Signature Page to Amended and Restated Lease]

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CONSENT TO AMENDED AND RESTATED LEASE

The undersigned, on behalf of Associated Trust Company, National Association, as the trustee described in the Lease, dated as of December 1, 1999, as amended by a Supplement to Lease (Additional Bonds), dated as of May 1, 2002, and a Second Supplement to Lease (Additional Bonds), dated as of March 1, 2012, by and between the Authority and the County (the "Prior Lease"), entered into in connection with the initial issuance of the Resch Center Bonds, hereby consents to the to the execution of the foregoing Amended and Restated Lease (to which reference is made for the definitions of capitalized terms used herein) to replace the Prior Lease in its entirety and to the amendments to the Prior Lease effected thereby.

ASSOCIATED TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By _____
Title: _____

And _____
Title: _____

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[Consent to Amended and Restated Lease]

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On June _____, 2019, before me, a Notary Public in and for said County, personally appeared Troy Streckenbach and Sandra L. Juno, to me known to be the persons who executed the foregoing instrument and to me known to be the County Executive and the Clerk of Brown County, Wisconsin (the "**County**"), and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of the County; that the seal affixed to said instrument is the seal of the County; that said instrument was signed and sealed on behalf of the County by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of the County by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: _____

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On June _____, 2019, before me, a Notary Public in and for said County, personally appeared _____ and _____, to me known to be the persons who executed the foregoing instrument and to me known to be the Chairperson and the Secretary of the Community Development Authority of the Village of Ashwaubenon, Wisconsin, a public body and a body corporate and politic (the "Authority"), and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed by them as such officers of and on behalf of the Authority; and that said persons acknowledged the execution of said instrument to be that free and voluntary act and deed of the Authority by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature: _____
Name Printed: _____
Notary Public, Brown County, Wisconsin
My commission expires: _____

This instrument was drafted by and should be returned to David B. Ryan, Foley & Lardner LLP,
777 East Wisconsin Avenue, Milwaukee, WI 53202-5307

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EXHIBIT A

LEASEHOLD PROPERTY

Expo Center

The Brown County Expo Center (the “Expo Center”) [floor will be approximately 127,000 square feet, with the ability to be divided into three halls. On the first level, there will be more than 20,000 square feet of pre function space and about 19,000 square feet of storage space. Meeting rooms, office space, and a party deck will be on the second-level space.] The Expo Center will connect directly to the Brown County Resch Center and will include a new promenade that will piece the entire stadium district together.

Resch Center

The Brown County Resch Center (the “Resch Center”) is a 10,200 seat multi-purpose arena in the Village located across the street from Lambeau Field and to which the Expo Center will be connected as shown in the Site Plan included as part of this Exhibit A. It is the home of the University of Wisconsin–Green Bay Phoenix men’s basketball team, the Green Bay Gamblers ice hockey team, and the Green Bay Blizzard indoor football team. The Resch Center also has the capability of a more intimate configuration designed for shows with capacities from 3,000 to 5,500. An elaborate floor-to-ceiling, curtain system allows the venue to be transformed into an intimate setting of the Resch Center that can be used for theater style concerts, Broadway shows, and other events. The Resch Center was named for executive Dick Resch of a local office furniture company KI Industries.

The real estate referred to in the preceding paragraphs is the following real estate located in the Brown County, Wisconsin:

[Lot 1, Volume 39 Certified Survey Maps, page 183, being part of Lot 9, Morris & Bromley’s Subdivision of the South ½ of Private Claim 13, West, and part of Private Claim 14, West, in the Village of Ashwaubenon, Brown County, Wisconsin.] *[Note that this is current Resch Center only]*

Parcel Number: [VA-41-6]

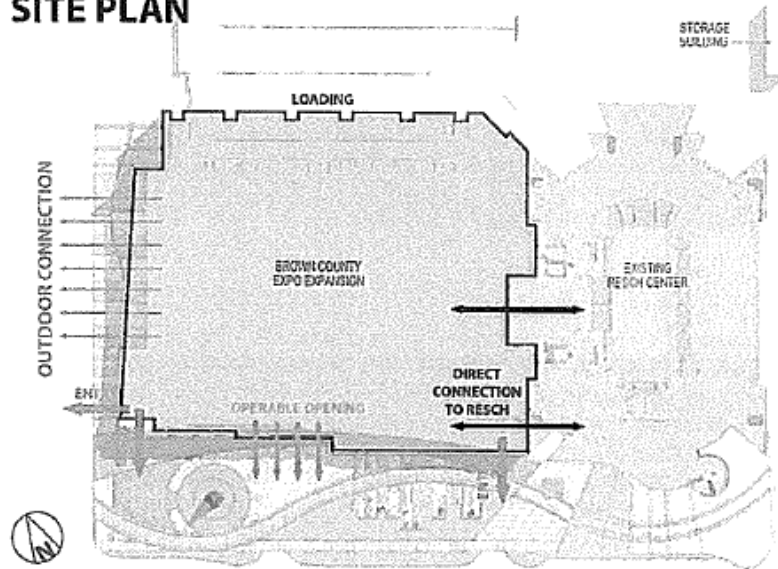
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EXHIBIT A CONTINUED

SITE PLAN



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EXHIBIT B

PERMITTED ENCUMBRANCES

1. The Redevelopment Plan
2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Leasehold Property, whether assessed or charged before or after the date of this Lease.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title that would be disclosed by an accurate and complete land survey of the Leasehold Property.
7. Easements or claims of easements not shown by the public records.
8. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road purposes.
9. Any claim of adverse possession or prescriptive easement.
10. Liens, encumbrances, covenants, conditions, restrictions, rights and interests, and other items which do not materially interfere with the intended use of the Leasehold Property as set forth in the Lease, or with the substantial realization of the intended benefits and public purposes of the Leasehold Property as set forth in the Redevelopment Plan.
11. [Rights under the Lease Agreement, dated as of [June 1], 2019, by and between the County, a body corporate, as tenant, and PMI Entertainment Group, Inc., a Wisconsin nonprofit corporation, as subtenant, relating to the lease of the Resch Center.]

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EXHIBIT C
SCHEDULE OF BASE RENTS
[Attached]

4852-4070-2602.3

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EXHIBIT D

AMENDMENT TO LEASE
(BASE RENTS)

THIS AMENDMENT TO LEASE (BASE RENTS) is made as of _____, 20__ (this "**Supplement**"), by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a public body and a body corporate and politic (the "**Authority**"), and the BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "**County**").

Recitals

A. The Authority and the County have entered into an Amended and Restated Lease, dated as of [June 1], 2019, [a memorandum of] which was recorded in the office of the Register of Deeds for Brown County, Wisconsin on _____, 2019 as Document No. _____ (as amended and supplemented, the "**Lease**"), with respect to the Leasehold Property (as defined and identified in the Lease) including the real property described in Exhibit A attached hereto. *Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease.*

B. Section 3.02(a) of the Lease provides that (i) upon the issuance of each series of Additional Bonds, and (ii) in the event that any Bonds are called for redemption (other than any mandatory sinking fund redemption) or are defeased pursuant to the applicable Indenture, the Authority and the County shall amend the Base Rents set forth on Exhibit C to the Lease to reflect such events.

C. [The Authority now has so issued its Lease Revenue [Refunding] Bonds, Series 20__ (Brown County [Expo] [Resch] Center Project), dated _____, 20__ in the aggregate principal amount of \$ _____, which bonds are Additional Bonds under the Lease.] [On _____, 20__ the Authority [redeemed][defeased] \$ _____ principal amount of the outstanding Bonds.]

NOW, THEREFORE, in consideration of the Recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the County hereby agree as follows:

Section 1.01 Amendment to Lease (Base Rents).

This Amendment is an Amendment to Lease (Base Rents) under the Lease.

Section 1.02 Amendment to Lease.

Exhibit C to the Lease is hereby amended to read as set forth in Addendum A hereto.

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IN WITNESS WHEREOF, the Brown County, Wisconsin, has caused this Supplement to be executed by its County Executive and Clerk and its corporate seal affixed, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin has caused this Supplement to be executed by its Chairperson and Secretary and its corporate seal affixed, if any, all as of the day and year first written above.

BROWN COUNTY, WISCONSIN

By _____
County Executive

[SEAL]

And _____
County Clerk

COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON, WISCONSIN

By _____
Chairperson

[SEAL]

And _____
Secretary

Acknowledged by:

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By _____
Its: _____

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STATE OF WISCONSIN)
)SS
COUNTY OF BROWN)

On _____, 20____, before me, a Notary Public in and for said County, personally appeared _____ and _____ of the BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), to me known to be the persons who executed the foregoing instrument and to me known to be the County Executive and the Clerk of the County, and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of the County; that the seal affixed to said instrument is the seal of the County; that said instrument was signed and sealed on behalf of the County by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of the County by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Signature: _____
Name Printed: _____
Notary Public, Brown County, Wisconsin
My commission expires: _____

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ADDENDUM A

EXHIBIT C
BASE RENTS

[Attached]

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EXHIBIT E

AMENDMENT TO LEASE (RELEASE OF LEASEHOLD PROPERTY)

THIS AMENDMENT TO LEASE (RELEASE OF LEASEHOLD PROPERTY) is made as of _____, 20__ (this "**Supplement**"), by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a public body and a body corporate and politic (the "**Authority**"), and the BROWN COUNTY, WISCONSIN, a Wisconsin political subdivision (the "**County**").

RECITALS

A. The Authority and the County have entered into an Amended and Restated Lease, dated as of [June 1], 2019, which was recorded in the office of the Register of Deeds for Brown County, Wisconsin on _____, 2019 as Document No. _____ (as amended and supplemented, the "**Lease**"), with respect to the Leasehold Property (as defined and identified in the Lease) including the real property described in Exhibit A to the Lease. *Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease.*

B. Section 6.11(a) of the Lease provides that from time to time the Authority may sell, lease, or otherwise transfer portions of or interests in the Leasehold Property for use consistent with the Act, *provided*, that such transfers do not include the Resch Center or the Expo Center and would not, individually or cumulatively, have a materially adverse effect on the intended use of the Leasehold Property as provided in the Lease. Such Section also provides that prior to or at the time of any such transfer or release, the Authority and the County shall execute and deliver an Amendment to Lease (Release of Leasehold Property) releasing such portion(s) or interest(s) transferred from the Lease.

C. The Authority now intends to sell, lease, or otherwise transfer a portion or portions of or interest or interests in the Leasehold Property for use consistent with the Act and such portion or portions do not include the Resch Center or the Expo Center and do not, individually or cumulatively, have a material adverse effect on the intended use of the Leasehold Property as provided in the Lease, such parcel(s) being described in Addendum A hereto (the "**Released Leasehold Property**"). The Authority and the County now desire to execute and deliver an Amendment to Lease (Release of Leasehold Property) with respect to the Released Leasehold Property.

NOW, THEREFORE, in consideration of the Recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the County hereby agree as follows:

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Section 1.01 Release of Leasehold Property from Lease.

The Released Leasehold Property is hereby released from the Lease, and the Released Leasehold Property shall no longer be a part of the Leasehold Property and shall be free and clear from the Lease and all conditions, terms, and provisions thereof, all as of the date hereof.

Section 1.02 Amendments to Lease.

Exhibit A to the Lease is hereby amended by removing or excepting from said Exhibit the Released Leasehold Property. Exhibit A to the Lease is hereby amended to read as set forth in Addendum B hereto.

Section 1.03 Amendment to Lease (Release of Leasehold Property).

This Amendment is an Amendment to Lease (Release of Leasehold Property) under the Lease.

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IN WITNESS WHEREOF, the Brown County, Wisconsin, has caused this Supplement to be executed by its County Executive and Clerk and its corporate seal affixed, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin has caused this Supplement to be executed by its Chairperson and Executive Director and its corporate seal affixed, if any, all as of the day and year first hereinabove set forth.

BROWN COUNTY, WISCONSIN

[SEAL]

By _____
County Executive

And _____
County Clerk

COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON, WISCONSIN

By _____
Chairperson

[SEAL]

And _____
Secretary

Consented to as of _____, 20__.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By _____

Its: _____

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On _____, 20____, before me, a Notary Public in and for said County, personally appeared _____ and _____ of the BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), to me known to be the persons who executed the foregoing instrument and to me known to be the County Executive and the Clerk of the County, and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of the County; that the seal affixed to said instrument is the seal of the County; that said instrument was signed and sealed on behalf of the County by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of the County by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature: _____
Name Printed: _____
Notary Public, Brown County, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)SS
COUNTY OF BROWN)

On _____, 20____, before me, a Notary Public in and for said County, personally appeared _____ and _____ of the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a public body and a body corporate and politic, to me known to be the persons who executed the foregoing instrument and to me known to be the Chairperson and the Secretary of said Authority, and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed and sealed, if any, by them as such officers of and on behalf of said Authority of its Commissioners; and the said persons acknowledged the execution of said instrument to be the free and voluntary act and deed of said Authority by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Signature: _____
 Name Printed: _____
 Notary Public, Brown County, Wisconsin
 My commission expires: _____

This instrument was drafted by and after recording should be returned to

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ADDENDUM A

DESCRIPTION OF RELEASED LEASEHOLD PROPERTY

[Attached]

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ADDENDUM B

**EXHIBIT A
LEASEHOLD PROPERTY**

[Attached]

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EXHIBIT F

IMPROVEMENTS

1. Acquisition of land, site improvements, construction, and furnishing of the Expo Center and the Resch Center.
2. Miscellaneous related costs, including, but not limited to, site grading, landscaping, fencing, sidewalk and walkways, utility lines, and planning, engineering, and other administrative costs

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No. 3 -- APPROVAL OF MINUTES OF MARCH 20, 2019.

A motion was made by Supervisor Lefebvre and seconded by Supervisor De Wane “**to adopt minutes.**” Voice vote taken. Motion carried unanimously.

No. 4 -- ANNOUNCEMENTS BY SUPERVISORS.

Supervisor Deneys wanted to recognize that it is National Telecommunicators Week where staff and crew were recognized for responding to many incidents. Heather Patek was awarded Lead Telecommunicator and Amy Shannon received Telecommunicator of the year honors.

Supervisor Lefebvre noted that she is having a meeting with Mayor Genrich on Monday, April 22nd where she plans to discuss the lack of outlets for people who need help during times of flooding and other crises.

Supervisor Erickson stated that he agreed with Supervisor Lefebvre that there is not enough done for the people all over the county during storms. He believes there needs to be more communication amongst Supervisors and other organizations to address this issue and possibly ask the County Executive to put an emergency fund together for these situations.

Supervisor Brusky congratulated the Village of Allouez for their Project Vote voter participation win for the Spring General Election on April 2nd. She also wanted to invite the Supervisors to attend the last of four public hearings with the Wisconsin Joint Finance Committee. The hearing will take place at 2320 Campus Ct, Green Bay, WI 54311 from 10:00AM to 5:00PM where each person will be given two minutes to speak. She recommended that if Supervisors are unable to attend that they send an email to BudgetComments@legis.wi.gov.

Supervisor Tran recommended that the Board hold a commendation ceremony for the three high school students in Brown County that scored perfect scores on their ACTs: Taylor Gillis from Green Bay East High School, Sawyer Grovogel from West De Pere High School, and Sam Stanko from Ashwaubenon High School.

Vice Chair Lund congratulated County Executive Streckenbach for his re-election as County Executive, noting if Mr. Streckenbach serves his full term, he will be the first County Executive to have been elected and serve more than two terms since 1979.

Supervisor Gruszynski encouraged the Supervisors to attend the Joint Finance Hearing as previously stated by Supervisor Brusky. He also wanted to invite the Supervisors to the Easter Egg Hunt at Preble Park at 11:00AM this Saturday, April 20th.

Supervisor Van Dyck encouraged Supervisor Gruszynski to hold the Joint Finance Hearings after normal business hours, so Supervisors may be more able to attend.

No. 5 -- PRESENTATION OF COMMUNICATIONS FOR CONSIDERATION

LATE COMMUNICATIONS:

No. 5a -- FROM SUPERVISORS HOYER AND BORCHARDT: DRAFT A RESOLUTION ACKNOWLEDGING THAT SEPTEMBER IS NATIONAL SUICIDE PREVENTION MONTH.

Referred to Human Services Committee.

- No. 5b -- FROM SUPERVISOR DE WANE: TO DISCUSS WITH POSSIBLE ACTION REGULATIONS FOR CARRYING GUNS INTO CERTAIN COUNTY BUILDINGS PER MIKE SHEA.**

Referred to Public Safety Committee.

- No. 5c -- FROM VICE CHAIR LUND: TO HAVE THE HUMAN SERVICES AND PUBLIC WORKS LOOK AT HOW WE CAN ORGANIZE FLOOD RELIEF RESPONSE IN BROWN COUNTY.**

Referred to Public Safety Committee.

- No. 5d -- FROM VICE CHAIR LUND: TO LOOK AT HAVING A HISTORICAL DISPLAY AT THE NEW EXPO HALL REPRESENTING THE HISTORICAL FIGURES THAT HAVE PERFORMED AT THE VETERAN'S MEMORIAL ARENA.**

Referred to Education and Recreation Committee.

- No. 5e -- FROM SUPERVISOR BUCKLEY: HAVE EMERGENCY MANAGEMENT GIVE A BREAKDOWN ON THE EAST RIVER FLOOD RESPONSE AT THE MAY 1ST PUBLIC SAFETY COMMITTEE MEETING.**

Referred to Public Safety Committee.

- No. 5f -- FROM SUPERVISORS VAN DYCK AND DESLAURIERS: REQUEST THAT PRIOR TO ANY CONSIDERATION BEING GIVEN TO BC ORGANICS TO LEASE COUNTY OWNED PROPERTY IN SOUTHERN BROWN COUNTY, THAT THE PORT AND SOLID WASTE AUTHORITY REQUIRE BC ORGANICS TO ENGAGE THE SERVICES OF A WASTE WATER EXPERT TO ADVISE THE COUNTY ON THE VIABILITY OF THE WATER TREATMENT METHODOLOGY BEING PROPOSED BY BC ORGANICS. WASTE WATER EXPERT TO BE SELECTED AT THE DISCRETION OF THE COUNTY AND PAID FOR BY BC ORGANICS.**

Referred to Planning, Development and Transportation Committee.

- No. 5g -- FROM SUPERVISOR DESLAURIERS: PERTAINING TO BROWN COUNTY OPEN RECORDS**

BECAUSE THE 2009 RECORDS RETENTION 'SCHEDULE A' IN BROWN COUNTY ORDINANCES DOES NOT SPECIFICALLY ITEMIZE IF OR HOW MODERN FORMS OF COMMUNICATION ARE SAVED, I AM REQUESTING THAT CORPORATION COUNSEL DRAFT A SUMMARY DOCUMENT THAT WILL SPECIFICALLY STATE HOW BROWN COUNTY CAPTURES AND RETAINS EMAILS, TEXT MESSAGES, PHONE CALL RECORDS, VIDEOS AND MEETING RECORDS. I AM REQUESTING THAT THIS SUMMARY BE PRESENTED AT THE MAY COUNTY BOARD MEETING AND BE PUBLISHED ON THE BROWN COUNTY WEBSITE.

PLEASE INCLUDE LINKS TO ANY POLICIES THAT OBLIGATE EMPLOYEES AND ELECTED OFFICIALS TO USE COUNTY OWNED INFRASTRUCTURE AND DEVICES, HOW OPEN RECORD REQUESTS ARE HANDLED WHEN COUNTY INFRASTRUCTURE OR DEVICES ARE NOT USED FOR OFFICIAL BUSINESS, AND CLARIFICATION ON HOW THE COUNTY CAPTURES AND SAFEGUARDS RECORDS THAT ARE DELETED BY THE PARTICIPANT PRIOR TO THE TIME FRAME SPECIFIED BY THE RECORD RETENTION 'SCHEDULE A'.

Referred to Corporation Counsel.

No. 6 -- APPOINTMENTS BY COUNTY BOARD CHAIR AND BOARD OF SUPERVISORS COMMITTEE AS A WHOLE.

None.

No. 7 -- CONFIRMATION/APPOINTMENTS BY COUNTY EXECUTIVE.

No. 7a -- Reappointment of Bernie Erickson, Bryan Hyska, and Wes Kornowske to the Harbor Commission.

A motion was made by Supervisor Kaster and seconded by Supervisor Dantine “**to approve the above reappointments.**” Motion carried unanimously with no abstentions.

No. 7b -- Reappointment of Corday Goddard to the Housing Authority.

A motion was made by Supervisor Ballard and seconded by Supervisor Linssen “**to approve the above reappointment.**” Motion carried with Supervisor Brusky abstaining.

No. 7c -- Reappointments of Aaron Linssen and Craig Huxford and Appointment of Laura McCoy to the Human Services Board.

A motion was made by Supervisor Hoyer and seconded by Supervisor Sieber “**to approve the above appointments.**” Motion carried unanimously with no abstentions.

No. 8a -- REPORT BY BOARD CHAIRMAN.

Chairman Moynihan announced that April 14th through April 20th is Public Communications Week.

Chairman Moynihan congratulated Supervisors Kaster and Deneys on their wins in their municipal races.

Chairman Moynihan congratulated County Executive Streckenbach on his re-election.

Chairman Moynihan congratulated Supervisor Buckley on doing his best in his run for Mayor of the City of Green Bay.

Chairman Moynihan stated that the Brown County Taxpayer’s Association’s lawsuit against Brown County has totaled \$229,224.67 in expenses. A hearing will take place on April 26, 2019 and a possible ruling 30 days after that.

No. 8b -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach thanked everyone who helped with his campaign and noted that it has been an honor to work with each and every person on the Board. He noted that he has an open-door policy, and anyone interested in speaking with him about County matters may contact him any time.

County Executive Streckenbach called forward Supervisor Brusky, Director of Public Works Paul Fontecchio, Steve Lepak, and Henry Lepak from the Eagle Scout's Service Project. Henry spoke of his idea to implement "No-Mow" grass on the traffic medians with higher volumes of daily traffic. Henry also stated that not only will the grass be a safer option, it will also allow less maintenance and be more environmentally friendly. County Executive Streckenbach noted that Henry Lepak will receive a plaque and letter of commendation for his efforts in helping the Brown County Public Works Department and for being an exemplary leader for the next generation.

No. 9 -- OTHER REPORTS.

None.

No. 10 -- Standing Committee Reports

No. 10a -- REPORT OF ADMINISTRATION COMMITTEE OF APRIL 3, 2019.

1. Review minutes of: *None.*
2. Child Support - Departmental Openings Summary - March 2019. Receive and place on file.
3. Child Support - Director Summary for March 2019. Receive and place on file.
4. Administration - Ordinance to Amend Section 3.20 of Chapter 3 of the Brown County Code of Ordinances (Outlay Capitalization Procedure).
 - i. To amend Section 2 to read date effect January 2020.
 - ii. To approve as amended. See Resolutions and Ordinances.
5. Administration - Ordinance to Amend Section 3.11 of Chapter 3 of the Brown County Code of Ordinances (Out of County Travel Expense Reimbursements).
 - i. To amend the ordinance, placing a period after "Chairperson" and strike "within 5 business days of the start of the event" as well as "is provided within 5 business days" after for non-attendance.
 - ii. To refer as amended to the Executive Committee. See Resolutions and Ordinances.
6. Administration - Budget Adjustment Log. Receive and place on file.
7. Administration - Director's Report. Receive and place on file.
8. Human Resources - Update re: Clerk of Courts Class and Comp issues – standing item. Receive and place on file.
9. Human Resources - Director's Report. Receive and place on file.
10. Technology Services - Hall of Fame Box Move. To hold until next meeting.
11. Technology Services - Director's Report. Receive and place on file.
12. Audit of bills. To acknowledge receipt of the bills.

A motion was made by Supervisor De Wane and seconded by Supervisor Kneiszel **"to adopt."** Motion carried unanimously with no abstentions.

No. 10ai -- REPORT OF SPECIAL ADMINISTRATION COMMITTEE OF APRIL 17, 2019.

1. Resolution Authorizing and Approving the Contribution of Property to the Ashwaubenon CDA and Authorizing and Approving a New Lease with the Ashwaubenon CDA Regarding the Brown County Expo Center and Resch Center.
Motion made by Supervisor Vander Leest, seconded by Supervisor Kneiszel to approve.
Vote taken. MOTION CARRIED UNANIMOUSLY.

A motion was made by Supervisor Sieber and seconded by Supervisor Suennen “**to adopt.**”
Motion carried unanimously with no abstentions.

No. 10b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF MARCH 28, 2019

1. Consent Agenda - Neville Public Museum Governing Board Minutes of March 11, 2019. *See Item 3.*
2. Consent Agenda - Library Board Minutes of January 17, 2019. *See Item 3.*
3. Consent Agenda - Audit of Bills. To approve.
4. Golf Course - Superintendent's Report. *No Action Taken.*
5. Library - Director's Report. *No Action Taken.*
6. Museum - Director's Report. *No Action Taken.*
7. Museum - Neville Core Gallery Plan Working Draft. *No Action Taken.*
8. NEW Zoo - Director's Report. *No Action Taken.*
9. NEW Zoo - Discussion regarding the feasibility of allowing cross country skiing at the Brown County Golf Course. Receive and place on file.
10. Park Mgmt. - Director's Report. *No Action Taken.*
11. Park Mgmt. - Fairgrounds Master Plan Final Report. To hold for 30 days.
12. Communication from Supervisors Schadewald and Erickson: This communication is my request for the inclusion of the seals of the six branches of the US Armed Forces (Army, Navy Marines, Air Force, Coast Guard and Merchant Marine) during WWII in interior/exterior artwork in the new Expo Center, along with recognition of Major General Jacob Jennings Brown, Lt. Colonel Austin Straubel, and any other appropriate military personnel related to the Brown County History. Receive and place on file.
13. Resolution in Support of Continued State Funding for the Knowles-Nelson Stewardship Program. To approve. See Resolutions and Ordinances.
14. Resolution Authorizing Grant Application to the WI DNR in Order to Acquire Approximately 4.54 Acres of Land on Nicolet Drive for a Public Safe Harbor Boat Landing. To approve. See Resolutions and Ordinances.
15. Request for Approval of Low Bid for Project #2304: Barkhausen Storage Building. To approve.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Suennen “**to adopt.**”
Motion carried unanimously with no abstentions.

No. 10bi -- REPORT OF SPECIAL EDUCATION AND RECREATION COMMITTEE OF APRIL 17, 2019

1. To reduce the admission fees for the NEW Zoo by 50% during the otter bridge removal and related construction of the new pathway. The construction is tentatively planned for April 22nd & 23rd weather permitting. During those days, the Wisconsin trail and northern trail areas will not be accessible for zoo visitors.

Motion made by Supervisor Ballard, seconded by Supervisor Suennen to approve. Vote taken. MOTION CARRIED UNANIMOUSLY.

A motion was made by Supervisor Lefebvre and seconded by Supervisor Sieber “**to adopt.**” Motion carried unanimously with no abstentions.

No. 10c -- REPORT OF EXECUTIVE COMMITTEE OF APRIL 8, 2019

1. Review Minutes of: None.
2. Legal Bills - Review and Possible Action on Legal Bills to be paid. To pay the legal bills.
3. Internal Auditor - Status Update: March 1 - 31, 2019. Receive and place on file.
4. Corporation Counsel - Oral Report. Receive and place on file.
5. Resolution Regarding the Sale of Four Parcels of Land – Brown County Golf Course. To approve the Resolution as Amended at Executive Committee on 04-08-2019. See Resolutions and Ordinances.
6. Resolution Authorizing and Approving the Contribution of Property to the Ashwaubenon CDA and Authorizing and Approving a New Lease with the Ashwaubenon CDA Regarding the Brown County Expo Center and Resch Center. To approve. See Resolutions and Ordinances.
7. Resolution Authorizing Grant Application to the WI DNR in Order to Acquire Approximately 4.54 Acres of Land on Nicolet Drive for a Public Safe Harbor Boat Landing. To approve. See Resolutions and Ordinances.
8. Resolution Regarding Table of Organization Change Health and Human Services Department Community Services Addition of One CLTS Social Worker/Case Manager. To approve. See Resolutions and Ordinances.
9. An Ordinance to Amend Section 3.11 of Chapter 3 of the Brown County Code of Ordinances (Out Of County Travel Expense Reimbursement). To approve. See Resolutions and Ordinances.
10. Dept. of Admin & Human Services - Director of Administration Report. Receive and place on file.
11. Dept. of Admin & Human Services - Human Resources Report. Receive and place on file.

A motion was made by Vice Chair Lund and seconded by Supervisor Borchardt “**to adopt.**” Voice vote taken. Motion carried unanimously with no abstentions.

No. 10d -- REPORT OF HUMAN SERVICES COMMITTEE OF MARCH 27, 2019

1. Review Minutes of:
 - a) Aging & Disability Resource Center Executive/Finance Committee (June 22, 2017).
 - b) Aging & Disability Resource Center Board Meeting (February 28, 2019).
 - c) Board of Health (November 13, 2018 and January 15, 2019).
 - d) Human Services Board (February 14, 2019).
 - i. To suspend the rules to take Items 1 a, b, c & d together.
 - ii. To approve Items 1 a, b, c & d.
2. Communication from Supervisor Ballard re: For the Brown County Board of Health to cease sharing demographic and personal information of residents with drug companies and other third parties for the purpose of sending out notifications of missed vaccinations. Instead, this essential educational program should be operated in-house and a budget adjustment of \$2,500 would be needed. Doing this in-house is consistent with other health departments in the state; allows the program to continue at a low cost;

and respects the privacy rights of the citizenry. *Motion at February meeting: To hold 30 days to receive additional information from the Health Department. To hold for one month.*

3. Wind Turbine Update - Receive new information – Standing Item. Receive and place on file.
4. Veterans Services - Budget Adjustment Request (19-027): Any increase in expense's with an offsetting increase in revenue. To approve.
5. Board of Health - Draft and enact a policy relative to incidents of contamination by any government agency or detection of contamination in exceedance of State Statutes because we find the situation with the Port authority delay unacceptable. *See Item 6 in 1/15/19 Board of Health Minutes.* To direct staff to draft and enact a policy to report incidents of contamination to the appropriate government oversight agency within 60 days.
6. Health & Human Service Dept. - Budget Adjustment Request (18-148): Any increase in expenses with an offsetting increase in revenue. To approve.
7. Health & Human Service Dept. - Budget Adjustment Request (18-149): Any increase in expenses with an offsetting increase in revenue. To approve.
8. Health & Human Service Dept. - Resolution Regarding Table of Organization Change Health and Human Services Department – Community Services Addition of One CLTS Social Worker/Case Manager. To approve. See Resolutions and Ordinances.
9. Health & Human Service Dept. - Executive Director's Report. Receive and place on file.
10. Health & Human Service Dept. - Financial Report for Community Treatment Center and Community Services. Receive and place on file.
11. Health & Human Service Dept. - Statistical Reports.
 - a) Monthly CTC Data.
 - i. Bay Haven Crisis Diversion.
 - (1) Corrected January 2019 Statistics.
 - (2) February 2019 Statistics.
 - ii. Nicolet Psychiatric Center.
 - iii. CTC Double Shifts.
 - b) Child Protection – Child Abuse/Neglect Report.
 - c) Monthly Contract Update.
 - i. To suspend the rules to take Items 11 a, ai, ai(1), ai(2), aii, aiii, b and c together.
 - ii. To receive and place on file Item 11 a, ai, ai(1), ai(2), aii, aiii, b and c.
12. Request for New Non-Continuous and Contract Providers and New Provider Contracts. To approve.
13. Audit of bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Hoyer and seconded by Supervisor De Wane “**to adopt.**” Voice vote taken. Motion carried unanimously with no abstentions.

No. 10e -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION
COMMITTEE OF MARCH 25, 2019

1. Consent Agenda - Housing Authority Minutes (January 21, 2019). To approve.
2. Consent Agenda - Solid Waste Board Minutes (February 18, 2019). To approve.
3. Consent Agenda - Transportation Coordinating Committee Minutes (December 4, 2017, March 12, June 11, September 10, December 3, 2018). To approve.

4. Communication from Supervisors Tran and Borchardt re: For the County to do an energy audit on all county-owned buildings. Referred from March County Board. To defer until June PD & T meeting.
5. Extension Brown County - Director's Report. Receive and place on file.
6. Property Listing - 2018 Annual Property Listing Report. Receive and place on file.
7. Planning Commission - Brown County STEM Innovation Center Construction Update. Receive and place on file.
8. Port & Resource Recovery - Solid Waste Transfer Station Scale Software and Kiosk Installation RFP – Request for Approval. To approve.
9. Port & Resource Recovery - Beneficial Reuse of Dredged Material – Request for Approval. To approve.
10. Port & Resource Recovery - Director's Report. Receive and place on file.
11. Public Works - Budget Adjustment Request (19-031): Reallocation between two or more departments, regardless of amount. To approve.
12. Public Works - 2018 Annual Financial Report. Receive and place on file.
13. Public Works - Recommendation and Approval for Courthouse & Lantern Cleaning and Resealing – Project #2302. To award project #2302 to Abrasive Solutions, LLC for the Courthouse Dome & Lantern Cleaning and Resealing for \$69,500.
14. Public Works - Summary of Operations Report. Receive and place on file.
15. Public Works - Director's Report. Receive and place on file.
16. Airport - 12-Hour Shift Report. Receive and place on file.
17. Airport - Departmental Openings Summary. *No items; no action taken.*
18. Airport - Director's Report. Receive and place on file.
19. Acknowledging the bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Erickson and seconded by Supervisor Dantine “**to adopt.**” Supervisor Evans requested Item #13 be pulled separately. Voice vote taken on the remainder of the report. Motion carried unanimously with no abstentions.

13. Public Works - Recommendation and Approval for Courthouse & Lantern Cleaning and Resealing – Project #2302. To award project #2302 to Abrasive Solutions, LLC for the Courthouse Dome & Lantern Cleaning and Resealing for \$69,500.

A motion was made by Supervisor Evans and seconded by Supervisor Landwehr “**to approve Item #13.**” Voice vote taken. Motion carried unanimously with no abstentions.

No. 10ei -- REPORT OF SPECIAL PLANNING, DEVELOPMENT & TRANSPORTATION SUBCOMMITTEE OF APRIL 17, 2019

1. Recommendation and Approval for the Fox River Papermaking Corridor Storm Water Project – Project #2317.

Motion made by Supervisor Dantine, seconded by Supervisor Erickson to approve and award the contracts to Dorner, Inc in the amount of \$6,298,743.79 for Base Bid plus Alternative A for Project #2317. Vote taken. MOTION CARRIED UNANIMOUSLY.

A motion was made by Supervisor Dantine and seconded by Supervisor Erickson “**to adopt.**” Voice vote taken. Motion carried with Supervisor Landwehr abstaining.

No. 10eii -- REPORT OF LAND CONSERVATION SUBCOMMITTEE COMMITTEE OF MARCH 25, 2019

1. Open Positions Report. Receive and place on file.
2. Director's Report.
 - a. Demonstration Farm Network Expansion. Receive and place on file.

A motion was made by Supervisor Kaster and seconded by Supervisor Dantine "to adopt."
Voice vote taken. Motion carried unanimously with no abstentions.

No. 10f -- REPORT OF PUBLIC SAFETY COMMITTEE

No meeting, no report.

No. 11 -- Resolutions, Ordinances:

Budget Adjustments Requiring County Board Approval

**No. 11a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS
DEPARTMENT BUDGETS**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the below listed departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

18-148 HHS-CTC	This budget adjustment is to recognize higher than anticipated Temporary help nursing agency costs for CTC Nursing Home operations. This additional cost was offset by increased revenues due to higher than anticipated Medicaid rates which cover most residents of the Nursing Home.	
		Fiscal Impact: \$25,000
18-149 HHS-CS	This budget adjustment is to recognize higher than anticipated Purchased Services costs for Community Services in the areas of Juvenile Justice (JJ) and Child Protective Services (CPS) due to an increased need for Residential Care Center (RCC) placements, and Wrap Around services not covered by state or federal funding. Also, an increase in JJ and CPS salaries due to additional staff time needed for case management in these areas. These increases in cost are offset by increased revenues from prior year CCS and Income Maintenance RMS (Random Moment Study) settlements which were not anticipated in budget projections.	
		Fiscal Impact: \$1,600,000

19-027
VETERANS

The Veterans Department sold a vehicle in early 2019 for \$1,425. This budget adjustment is to increase the travel and training budget funded by the sale of that vehicle. The vehicle was a 2012 Dodge neon, 139,000 miles, constantly needing repairs and was not cost effective to retain it. The money will be used to provide VA Accreditation training for employees to maintain VA Accreditation and travel cost for increased outreach to all 32 Veterans Service Organization stakeholders in Brown County.

Fiscal Impact: \$1,425

19-031
PUBLIC
WORKS-
HIGHWAY

Brown County received a \$19,757,899 Build Grant to eliminate two at-grade intersections along State Trunk Highway (STH) 29 and replace with a full-access interchange that will include sidewalks, striped on-street bicycle lanes, and roundabouts at the ramp terminals and nearby intersections. The new CTH VV interchange will be approximately 1,600 feet west of the existing intersection and both existing at-grade intersections will be eliminated after the County Highway VV interchange is completed. The total project cost is estimated at \$27,828,150.

The Wisconsin Department of Transportation (DOT) will be the lead agency for the design, bidding, and construction administration for the project. Ayres Associates is under contract with the DOT to continue the design work for the project. The DOT will administer the project through a State Municipal Financial Agreement through Brown County which outlines the cost sharing between the federal government (build grant), DOT (state), and Brown County. Brown County will enter into Municipal Agreements with the Village of Howard and the Village of Hobart outlining the cost sharing between the County and the municipalities.

There will be expenses in 2019 for the engineering of this project for the State, Villages, and Brown County. Brown County's estimated cost for 2019 is \$25,000. The Public Works Department requests to transfer \$25,000 from their professional services budget in their operating fund (660) and transfer to the Capital Project Fund (440) to have available for this project. The budget required for future years for this project will be budgeted in those years as capital projects. The estimated costs for Brown County per year are:

2019	\$ 25,000
2020	\$250,000
2021	\$647,675
2022	\$647,675

Total Estimated Brown County Impact \$1,570,350
Current (2019) Fiscal Impact \$0

and,

WHEREAS, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

Respectfully submitted,

HUMAN SERVICES COMMITTEE

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 04/22/2019

19-032R

Authored by Administration

Approved by Corporation Counsel's Office

Fiscal Note: The fiscal impact is as described in the individual budget adjustment listed above.

A motion was made by Vice Chair Lund and seconded by Supervisor Van Dyck **“to adopt.”** Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION #11A

ON THE FOLLOWING PAGES

19-027 -

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- 9 Any allocation from the County's General Fund (requires separate Resolution)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.

Approval Level

- Dept Head
- Director of Admin
- County Exec
- County Exec
- Admin Comm
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

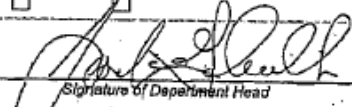
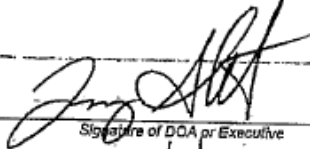
The Veterans Department sold a vehicle in early 2019 for \$1,425. This budget adjustment is to increase the travel and training budget funded by the sale of that vehicle. The vehicle was 2012 Dodge Neon, 139,000 miles, constantly needing repairs and was not cost effective to retain it. The money will be used to provide VA Accreditation training for employees to maintain VA Accreditation and travel cost for increased outreach to all 32 Veterans Service Organization and stakeholders in Brown County.

Fiscal Impact: \$1,425

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.084.001.4190	Capital asset disposal gain	\$1,425
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.084.001.5340	Travel and Training	\$1,425
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

DWD
3/4/19

 Signature of Department Head		AUTHORIZATIONS		 Signature of DOA or Executive	
Department: <u>Veterans</u>		Date: <u>3/11/19</u>			
Date: <u>2/28/19</u>					

Revised 12/3/18

11a

19-031

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.
- ☒ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- 9 Any allocation from the County's General Fund (*requires separate Resolution*)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.

Approval Level

Dept Head
 Director of Admin
 County Exec
 County Exec
 Admin Comm
 Oversight Comm
 2/3 County Board
 Oversight Comm
 2/3 County Board
 Oversight Comm
 2/3 County Board
 Oversight Comm
 Admin Committee
 2/3 County Board

Justification for Budget Change:

Brown County received a \$19,757,899 Build Grant to eliminate two at-grade intersections along State Trunk Highway (STH) 29 and replace with a full-access interchange that will include sidewalks, striped on-street bicycle lanes, and roundabouts at the ramp terminals and nearby intersections. The new CTH VV interchange will be approximately 1,600 feet west of the existing intersection and both existing at-grade intersections will be eliminated after the County Highway VV interchange is completed. The total project cost is estimated at \$27,828,150.

The Wisconsin Department of Transportation (DOT) will be the lead agency for the design, bidding, and construction administration for the project. Ayres Associates is under contract with the DOT to continue the design work for the project. The DOT will administer the project through a State Municipal Financial Agreement through Brown County which outlines the cost sharing between the federal government (build grant), DOT (state), and Brown County. Brown County will enter into Municipal Agreements with the Village of Howard and the Village of Hobart outlining the cost sharing between the County and the municipalities.

There will be expenses in 2019 for the engineering of this project for the State, Villages, and Brown County. Brown County's estimated cost for 2019 is \$25,000. The Public Works Department requests to transfer \$25,000 from their professional services budget in their operating fund (660) and transfer to the Capital Project Fund (440) to have available for this project. The budget required for future years for this project will be budgeted in those years as capital projects. The estimated costs for Brown County per year are:

2019	\$ 25,000
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2021	\$647,675
2022	\$647,675

Total Estimated Brown County Impact \$1,570,350
 Current (2019) Fiscal Impact* \$0

Revised 12/3/16

11a

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input type="checkbox"/>	<input checked="" type="checkbox"/>	660.044.001.5708	Professional Services	25,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	660.044.001.4800.400	Intra-County Rev Capital Projects	25,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	660.044.001.5000.400	Intra-County Exp Capital Projects	25,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	440.044.6182.200	Highway Projects Construction Exp	25,000

AUTHORIZATIONS

Approved via electronic communication below

Signature of Department Head

Department: Public Works

Date: March 15, 2019

Signature of DCA or Executive

Date: 3/18/19

-----Original Message-----

From: Fontecchio, Paul A. <Paul.Fontecchio@browncountywi.gov>

Sent: Friday, March 15, 2019 10:43 AM

To: Holden, Andres J. <Holden_AJ@co.brown.wi.us>

Subject: RE: Budget Adjustment for March PD&T

I am at emergency command - please consider this my electronic signature.

Thanks,

Paul

Revised 12/3/18

11a

18-148

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
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- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
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2/3 County Board
Oversight Comm
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Oversight Comm
2/3 County Board
Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

2018 Budget Adjustment

This budget adjustment is to recognize higher than anticipated Temporary help nursing agency costs for CTC Nursing Home operations. This additional cost was offset by increased revenues due to higher than anticipated Medicaid rates which cover most residents of the Nursing Home.

Fiscal Impact*: \$25,000

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	630.056.052.001.5706	Temporary replacement help	\$25,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	630.056.052.4700.002	Intergovt charges State	\$25,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

Erin Pick
Signature of Department Head
Department: Health & Human Services
Date: 3/12/19

AUTHORIZATIONS

Signature of COA or Executive
Date: 3/15/19

Revised 12/3/18

11a

18-149

BUDGET ADJUSTMENT REQUEST

Category

Approval Level

- ☐ 1 Reallocation from one account to another in the same level of appropriation
Dept Head
- ☐ 2 Reallocation due to a technical correction that could include:
• Reallocation to another account strictly for tracking or accounting purposes
• Allocation of budgeted prior year grant not completed in the prior year
Director of Admin
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
County Exec
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
County Exec
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).
Admin Comm
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.
Oversight Comm
2/3 County Board
- ☐ 6 Reallocation between two or more departments, regardless of amount
Oversight Comm
2/3 County Board
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
Oversight Comm
2/3 County Board
- ☐ 8 Any allocation from a department's fund balance
Oversight Comm
2/3 County Board
- 9 Any allocation from the County's General Fund (requires separate Resolution)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.
Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

2018 Budget Adjustment

This budget adjustment is to recognize higher than anticipated Purchased Services costs for Community Services in the areas of Juvenile Justice (JJ) and Child Protective Services (CPS) due to an increased need for Residential Care Center (RCC) placements, and Wrap Around services not covered by state or federal funding. Also, an increase in JJ and CPS salaries due to additional staff time needed for case management in these areas. These increases in cost are offset by increased revenues from prior year CCS and Income Maintenance RMS (Random Moment Study) settlements which were not anticipated in budget projections.

Fiscal Impact*: \$1,600,000

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.140.142.7000	Purchased services (Juvenile Justice)	\$1,100,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.140.144.7000	Purchased services (Child Protection)	\$400,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.140.144.5100	Regular earnings (Juvenile Justice)	\$40,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.140.144.5103	Premium (Child Protection)	\$60,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.110.200.4302.0914CCS	State grant and aid Prior year revenue	\$1,000,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.110.200.4302.0914IM	State grant and aid Prior year revenue	\$600,000

Erin P. [Signature]
Signature of Department Head
Department: Health & Human Services
Date: 3/13/19

AUTHORIZATIONS

[Signature]
Signature of DOA or Executive
Date: 3/15/19

Revised 12/3/18

11a

Referred from March County Board Meeting

No. 11b -- AN ORDINANCE TO AMEND SECTION 4.71 OF CHAPTER 4 OF THE BROWN COUNTY CODE OF ORDINANCES (ORGAN OR BONE MARROW DONATION OR RECEIPT)

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 4.71 of Chapter 4 is hereby amended by adding 4.71(1), as follows:

4.71 SHORT-TERM DISABILITY LEAVE. Employees who have completed 6 months of employment shall be eligible for disability leave pay per County policy in effect.

(1) Organ or Bone Marrow Donation or Receipt. Employees donating or receiving organs or bone marrow may apply for Short-Term Disability (STD) leave. If STD leave for these purposes is denied, then Human Resources may allow up to 30 days of paid leave for organ donation or receipt purposes, and up to 5 days of paid leave for bone marrow donation or receipt purposes, as long as sufficient documentation from the employee's qualified health care provider is submitted to Human Resources prior to the donation or receipt of organs or bone marrow occurring.

4.72 LONG TERM DISABILITY. Employees who have exhausted Short Term Disability benefits shall be eligible for disability leave pay per County policy in effect.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

/s/ Troy Streckenbach 04/22/2019
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 04/17/2019
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan, Jr. 04/17/2019
COUNTY BOARD CHAIR (Date)

19-0280

Authored by: Administration/Human Resources

Approved by: Corporation Counsel

Fiscal Note: This amendment does not require an appropriation from the General Fund.

A motion was made by Supervisor Hoyer and seconded by Supervisor Deneys **“to adopt.”** Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO ORDINANCE #11B

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

David P. Hemery
Corporation Counsel

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 03-07-2019
REQUEST TO: Exec Comm and Co Board
MEETING DATE: 03-11-2019 and 03-20-2019, respectively
REQUEST FROM: Dave Hemery, Corp Counsel as directed by Executive Committee

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE:

AN ORDINANCE TO AMEND SECTION 4.71 OF CHAPTER 4 OF THE BROWN COUNTY CODE OF ORDINANCES (ORGAN OR BONE MARROW DONATION OR RECEIPT)

ISSUE/BACKGROUND INFORMATION:

Provide paid leave when Short Term Disability Insurance coverage is denied for organ or bone marrow donation or receipt

ACTION REQUESTED:

Consideration

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$ Fiscal Note: This resolution does not require an appropriation from the General Fund.

Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
- b. If no, how will the impact be funded? General Fund
- c. If funding is from an external source, is it one-time ☐ or continuous? ☐

2. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11b

Administration Committee

No. 11c -- ORDINANCE TO AMEND SECTION 3.20 OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES (OUTLAY CAPITALIZATION PROCEDURE)

AS AMENDED AT 04-03-2019 ADMINISTRATION COMMITTEE

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 3.20 of Chapter 3 is hereby amended as follows:

3.20 COUNTY-WIDE PROCEDURE FOR CAPITALIZATION OF OUTLAY ITEMS. (1) In order to establish a County-wide procedure relative to cost limits for Capitalization of expenditures budgeted for as outlay items, the following procedure is enacted.

It is County-wide policy to record as outlays, ~~those individual items of equipment costing more than \$25,000 (Twenty-Five Thousand Dollars) as fixed assets and, if applicable, to depreciate the fixed assets over a useful-life period. Any County Department may record outlays less than \$25,000 as fixed assets for the purpose of obtaining reimbursement pursuant to relevant guidelines established by a state or federal agency. \$5,000 (Five Thousand Dollars), equipment having an individual price of less than \$5,000 yet, greater than \$100.00, shall be recorded as equipment (under \$5,000) within the operation and maintenance portion of the budget.~~ The above procedure utilizes the following definition.

(2) Outlay. Outlay shall be defined as an expenditure resulting in the acquisition of or improvement to County-owned land, buildings, or equipment.

~~(3) — Any County Department may calculate depreciation costs on equipment recorded within the operation and maintenance portion of the budget as stated in (1) above for the purpose of obtaining reimbursement pursuant to the guidelines established by a state or federal agency.~~

Section 2 - This ordinance shall be passed and published in accordance with law, and shall **retroactively** take effect on January 1, **2019 2020**.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By:

/s/ Troy Streckenbach 04/22/2019
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 04/17/2019
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan, Jr. 04/17/2019
COUNTY BOARD CHAIR (Date)

19-0340

Authored by: Administration

Approved by: Corporation Counsel

Fiscal Note: This amendment does not require an appropriation from the General Fund.

A motion was made by Supervisor Sieber and seconded by Supervisor Borchardt **“to adopt.”**
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO ORDINANCE #11C
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 03-28-2019
REQUEST TO: Administration Committee
MEETING DATE: 04-03-2019
REQUEST FROM: Dave Hemery per Chad Wieninger
Corp Counsel per Director of Administration
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: **AN ORDINANCE TO AMEND SECTION 3.20 OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES (OUTLAY CAPITALIZATION PROCEDURE)**

ISSUE/BACKGROUND INFORMATION:

To update County outlay capitalization procedure.

ACTION REQUESTED:

Consider and approve.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
 2. Is it currently budgeted? ☐ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
 3. Please provide supporting documentation of fiscal impact determination.
- ☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

116

**Supervisor Nicholson left the meeting

Administration Committee and Executive Committee

No. 11d -- ORDINANCE TO AMEND SECTION 3.11 OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES (OUT OF COUNTY TRAVEL EXPENSE REIMBURSEMENTS)

AS AMENDED AT 04-03-2019 ADMINISTRATION COMMITTEE MEETING

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 3.11 of Chapter 3 is hereby amended as follows:

3.11 OUT OF COUNTY TRAVEL EXPENSE REIMBURSEMENT. The travel expense reimbursement as outlined below applies to employees of the county except that the Brown County Board of Supervisors shall continue to receive mileage reimbursement as provided in Chapter 59.03(3), Wisconsin Statutes.

(3) Policy. (a) This directive sets forth county policy with respect to travel expenses. When collective bargaining contracts are in existence, the provisions in the contract regarding travel expenses will take precedence over this directive. Further, it shall be policy that all employee reimbursement for travel shall be through the payroll system where applicable.

(p) Cash Advances. Cash advances are not allowed for travel, ~~except for County Board members.~~ However, ~~a~~Airfares, hotel/motel, and registration fees may be paid directly, in advance, through the Finance Department. If the Finance Department expends funds at the request of and on behalf of a County Board Supervisor to cover airfare, hotel/motel, and/or registration fees for an event, and if the Supervisor then does not attend the event, then the Supervisor or designee shall provide a written Reason for Non-Attendance to the County Board Chairperson, within 5 business days of the start of the event. If the County Board Chairperson determines, at his or her sole discretion, that the *Reason for Non-Attendance* is not an valid/excusable reason (e.g., that non-attendance was not due to circumstances beyond the control of the Supervisor, and was instead due to Supervisor mistake or neglect), or if no reason for non-attendance is provided within 5 business 30 days, then the Supervisor shall reimburse, or ensure that reimbursement is provided to, the Finance Department for funds expended at the request of and on behalf of the Supervisor regarding the event.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

ADMINISTRATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

/s/ Troy Streckenbach 04/22/2019
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 04/17/2019
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan, Jr. 04/17/2019
COUNTY BOARD CHAIR (Date)

19-0350

Authored by: Corp Counsel at request of Administration Committee

Approved by: Corporation Counsel

Fiscal Note: This amendment does not require an appropriation from the General Fund.

A motion was made by Supervisor Borchardt and seconded by Supervisor Sieber **“to adopt”**.
Roll call vote taken.

Roll Call:

Aye: Sieber, De Wane, Hoyer, Gruszynski, Lefebvre, Erickson, Borchardt, Vander
Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen,
Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Lund, Deneys.

Nay: Evans

Absent: Nicholson, Schadewald

Total Ayes: 23 Total Nays: 1 Absent: 2

Motion passed.

ATTACHMENT TO ORDINANCE #11D

ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 03-28-2019
REQUEST TO: Administration Committee
MEETING DATE: 04-03-2019
REQUEST FROM: Dave Hemery per Administration Committee
Corp Counsel
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: AN ORDINANCE TO AMEND SECTION 3.11 OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES (OUT OF COUNTY TRAVEL EXPENSE REIMBURSEMENT)

ISSUE/BACKGROUND INFORMATION:

To update County travel expense reimbursement policy.

ACTION REQUESTED:

Consider and approve.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
2. Is it currently budgeted? ☐ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.
- 4.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11d

Education & Recreation Committee

**No. 11e -- RESOLUTION IN SUPPORT OF CONTINUED STATE FUNDING FOR THE
KNOWLES-NELSON STEWARDSHIP PROGRAM**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Wisconsin Legislature created the Knowles-Nelson Stewardship Program in 1989 to preserve valuable natural areas and wildlife habitats, protect water quality and fisheries, and expand opportunities for outdoor recreation; and

WHEREAS, the conservation and recreation goals of the Stewardship Program are achieved through the acquisition of land and easements, the development of recreational facilities, and the restoration of wildlife habitat; and

WHEREAS, Brown County has received more than \$630,000 since 1993 from this program to enhance the Parks System and restore wildlife habitats, and the most recent funding award was used to install lighting on the ski trails at the Reforestation Camp; and

WHEREAS, the Knowles-Nelson Stewardship Program is set to expire June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that it hereby supports the State of Wisconsin providing funding renewal in the State Budget for the Knowles Nelson Stewardship Program so that the Program may continue to exist after June 30, 2020, and it hereby directs that the Brown County Clerk forward a copy of this Resolution to our respective Wisconsin State Legislators, the Governor and the Wisconsin Department of Natural Resources Secretary.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The cost to carry out this resolution is \$5.98 and will be covered with the department's current budget

Respectfully submitted,
EDUCATION AND RECREATION
COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 04/22/2019

19-029R
Authored by Parks Department
Approved by Corporation Counsel Office

A motion was made by Supervisor Ballard and seconded by Supervisor Lefebvre **“to adopt.”**
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO RESOLUTION #11E

PARKS

Brown County

P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

ASSISTANT PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 03.06.2019
REQUEST TO: EDUCATION AND RECREATION COMMITTEE AND COUNTY BOARD
MEETING DATE: 03.28.2019 & 4.17.19, Respectively
REQUEST FROM: Matt Kriese
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION IN SUPPORT OF CONTINUED STATE FUNDING FOR
THE KNOWLES-NELSON STEWARDSHIP PROGRAM

ISSUE/BACKGROUND INFORMATION:

The WI Legislature created the Knowles-Nelson Stewardship Program (KNS) in 1989 to preserve valuable natural areas and wildlife habitat, protect water quality and fisheries, and expand opportunities for outdoor recreation. The KNS funding is set to expire in 2020. This resolution supports the continuation of the KNS funding in the State Budget.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$5.98
2. Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? 5601.550 Intra-county Expense Document Center
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11e

No. 11f -- **RESOLUTION AUTHORIZING GRANT APPLICATION TO THE WI DNR IN ORDER TO ACQUIRE APPROXIMATELY 4.54 ACRES OF LAND ON NICOLET DRIVE FOR A PUBLIC SAFE HARBOR BOAT LANDING**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, on May 23, 2017, the Brown County Board of Supervisors adopted the Parks and Outdoor Recreation Plan 2017-2022 (the Plan); and

WHEREAS, the Plan recommends preserving and managing the natural, historical and cultural resources of Brown County, improving water access, and acquiring property in furtherance of these goals; and

WHEREAS, Brown County desires to acquire approximately 4.54 acres of land at 3251, 3263-3265, and 3279 Nicolet Drive, Green Bay, Wisconsin (a/k/a Parcel Numbers 22-64, 22-65, and 22-66-1, respectively); and

WHEREAS, the discharge of firearms is prohibited where these three parcels of land are located by the City of Green Bay Municipal Code, Section 27.603 (1)(a), and if these three parcels are acquired by Brown County, then Brown County will not allow hunting to occur as a permitted use of these three parcels; and

WHEREAS, this land acquisition would provide the best and possibly last opportunity for a safe harbor public boat landing in the lower bay, which lends access to 66 square miles of open water from the Brown County line to the mouth of the Fox River, and this area is currently serviced by only three developed launch sites, with only one as a designated safe harbor of refuge; and

WHEREAS, the County Parks Department is interested in applying for grants to assist in the acquisition and future development of these three parcels.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby: 1) Directs that the County Parks Department pursue the acquisition of these three parcels (Parcel Numbers 22-64, 22-65, and 22-66-1), and that if said parcels are acquired by Brown County, that hunting will not be allowed on said parcels; and 2) Specifically authorizes the County Parks Department to take any and all action necessary to submit a grant application to the WI DNR, on behalf of Brown County, through the Wisconsin Department of Natural Resources Knowles-Nelson Stewardship Federal Land and Water Conservation Fund Program.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The grant provides 50% of land acquisition costs and the remaining 50% acquisition cost and improvements would be borne by county and/or additional donations and grants.

Respectfully submitted,
EDUCATION AND RECREATION
COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 04/22/2019

19-031R

Authored by Parks Department

Approved by Corporation Counsel

A motion was made by Supervisor Erickson and seconded by Supervisor Landwehr **“to adopt.”**
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO RESOLUTION #11F

ON THE FOLLOWING PAGE

PARKS

Brown County

P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

ASSISTANT PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 03.12.2019
REQUEST TO: EDUCATION AND RECREATION; EXECUTIVE COMMITTEE
MEETING DATE: 03.28.2019 & 4.8.2019, Respectively
REQUEST FROM: Matt Kriese
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

**TITLE: RESOLUTION AUTHORIZING GRANT APPLICATION TO THE WI DNR
IN ORDER TO ACQUIRE APPROXIMATELY 4.54 ACRES OF LAND
ON NICOLET DRIVE FOR A PUBLIC SAFE HARBOR BOAT LANDING**

ISSUE/BACKGROUND INFORMATION:

Based on a communication received by Supervisor Erickson, as well as a Safe Harbor Study and user feedback the Parks Department has investigated the acquisition of the properties located at 3251, 3263-3265, and 3279 Nicolet Drive, Green Bay. The current site is the former Eagles Nest Supper Club and has a developed breakwater with direct bay access and parking facilities. County Board approval is necessary to apply for a WI Department of Natural Resources Grant through the Knowles-Nelson Stewardship Fund or the Land & Water Conservation Fund. This resolution provides the authorization to apply for up to 50% of funding for this potential acquisition.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$1,963,500 – current fair market value per Green Bay
2. Is it currently budgeted? ☐ Yes ☒ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
 - b. If no, how will the impact be funded? This grant would provide 50% of the funding for the purchase price. Other grants will be investigated along with other alternative revenue to fund the remaining portion of this land acquisition and any improvements. An appraisal of the property is in progress.
 - c. If funding is from an external source, is it one-time ☒ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

x COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11f

Executive Committee

**No. 11g -- RESOLUTION REGARDING THE SALE OF FOUR PARCELS OF LAND –
BROWN COUNTY GOLF COURSE**

AS AMENDED AT EXECUTIVE COMMITTEE ON 04-08-2019

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County currently owns the Brown County Golf Course (Golf Course), which is made up of various parcels of land; and

WHEREAS, four of the various parcels of land that currently make up the Golf Course are not currently being utilized; and

WHEREAS, Brown County desires to sell, as a package, four such parcels of under-utilized Golf Course land, identified by the following parcel numbers: 1) HB-1421; 2) HB-774; 3) HB-777; and 4) HB-778-1 (collectively, the Four Parcels); and

WHEREAS, Brown County desires to entertain *Offers to Purchase* the Four Parcels, and is willing to hold off on putting the Four Parcels on the market for sale for a period of 6 months in order to provide entities and individuals with the time necessary to prepare *Offers to Purchase* the Four Parcels for submission to Brown County.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby resolves ~~not to sell~~ market for sale and sell Parcel Numbers HB-1421, HB-774, HB-777 and HB-778-1 ~~until on or after September 20, 2019~~ October 17, 2019, and hereby authorizes County Administration, Officers and staff to take any and all actions necessary to market for sale, and to sell, the Four Parcels as described above in this Resolution.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 04/22/2019

19-026R

Authored by Corporation Counsel at the Direction of the Executive Committee
Approved by Corporation Counsel Office

A motion was made by Supervisor Van Dyck and seconded by Supervisor Landwehr “**to adopt.**” Roll call vote taken.

Roll Call:

Aye: Sieber, De Wane, Hoyer, Gruszynski, Lefebvre, Erickson, Borchardt, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Lund, Deneys.

Nay: Evans, Vander Leest.

Absent: Nicholson, Schadewald.

Total Ayes: 22 Total Nays: 2 Absent: 2

Motion passed.

ATTACHMENT TO RESOLUTION #11G
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

David P. Hemery
Corporation Counsel

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 03-07-2019
REQUEST TO: Exec Comm and Co Board
MEETING DATE: 03-11-2019 and 03-20-2019, respectively
REQUEST FROM: Dave Hemery, Corp Counsel as directed by Executive Committee

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE:

RESOLUTION REGARDING THE SALE OF FOUR PARCELS OF LAND – BROWN COUNTY GOLF COURSE -

ISSUE/BACKGROUND INFORMATION:

Allow 6 months for entities and individuals to get Offers to Purchase together re Four Golf Course Parcels

ACTION REQUESTED:

Consideration

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$ *Fiscal Note: This resolution does not require an appropriation from the General Fund.*

Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
b. If no, how will the impact be funded? General Fund
c. If funding is from an external source, is it one-time ☐ or continuous? ☐

2. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11g

Executive Committee and Human Services Committee

No. 11i -- RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE HEALTH AND HUMAN SERVICES DEPARTMENT COMMUNITY SERVICES ADDITION OF ONE CLTS SOCIAL WORKER/CASE MANAGER

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Children's Long Term Support unit (CLTS) of the Brown County Health and Human Services Department – Community Services Division (the Department) provides assistance for families to keep their child with a disability at home; and

WHEREAS, the Department desires to add one (1.00) FTE Social Worker/Case Manager Position to its Table of Organization in order to provide mandated services to clients that are coming off a secondary waitlist established by the Wisconsin Department of Health Services (DHS); and

WHEREAS, there are sufficient funds available from DHS to add this position; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department's Table of Organization: the addition of a (1.00) FTE Social Worker/Case Manager position in pay grade I of the Classification and Compensation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the following changes to the Health and Human Services Department – Community Services Division Table of Organization are hereby approved, as stated in the Budget Impact section of this Resolution and as follows: Add (1.00) FTE Social Worker/Case Manager position in pay grade I of the Classification and Compensation Plan; and

BE IT FURTHER RESOLVED, that, should the funding for this Position end, said Position will end and be eliminated from the Department's Table of Organization.

Budget Impact:

Health and Human Services – Community Services

Partial Budget Impact (5/01/19 – 12/31/19)	FTE	Addition /Deletion	Salary	Fringe	Total
Social Worker/Case Manager (CLTS) \$23.70/hr Position # TBD Hours: 1,957.50	1.0	Addition	\$31,226	\$13,943	\$45,169
Reimbursement from State of Wisconsin DHS					\$(45,169)
Partial Budget Impact					\$0

Annualized Budget Impact	FTE	Addition /Deletion	Salary	Fringe	Total
Social Worker/Case Manager (CLTS) \$23.70/hr Position # TBD Hours: 1,957.50	1.0	Addition	\$46,393	\$20,715	\$67,108
Reimbursement from State of Wisconsin DHS					\$(67,108)
Annualized Budget Impact (net impact of position changes)					\$0

Fiscal Note: This resolution does not require an appropriation from the General Fund. The position will be funded through reimbursement from the Wisconsin Department of Health Services.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 04/22/2019

19-027R
Authored by Human Resources
Approved by Corporation Counsel's Office

A motion was made by Supervisor Brusky and seconded by Supervisor Hoyer **"to adopt."**
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO RESOLUTION #11I
ON THE FOLLOWING PAGE

HUMAN RESOURCES
Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 3-1-2019
REQUEST TO: Human Services, Executive, and County Board
MEETING DATE: 3/27/19, 4/8/19 and 4/17/19, respectively
REQUEST FROM: Erik Pritzl
Director, Health and Human Services
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE HEALTH AND HUMAN SERVICES DEPARTMENT – COMMUNITY SERVICES ADDITION OF ONE CLTS SOCIAL WORKER/CASE MANAGER

ISSUE/BACKGROUND INFORMATION:

The department is requesting changes to the Table of Organization to support the addition of a Children's Long Term Support (CLTS) Case Manager within Health and Human Services-Community Services. The addition of this position is necessary to provide services to clients mandated to be served that are coming off a secondary waitlist established by Wisconsin Department of Health Services (DHS) requirements. This position was not sought earlier as we needed to wait to ascertain what funds are being made available through DHS. There are sufficient funds available as part of the administrative costs allocated to Brown County Department of Health & Human Services.

ACTION REQUESTED:

Add 1.0 Social Worker/Case Manager

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$(0)
2. Is it currently budgeted? ☐ Yes ☒ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? Reimbursement from the Children's Long Term Support Administrative funds (state funded)
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☒
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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12/13/2018

Education and Recreation Committee

No. 11j -- RESOLUTION TEMPORARILY REDUCING N.E.W. ZOO ATTENDANCE FEES FOR TWO DAYS IN APRIL DUE TO CONSTRUCTION

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, during the days of April 22 and 23, 2019, the N.E.W. Zoo (Zoo) will be only partially accessible to the public while construction work is performed regarding its Otter Bridge and a new pathway; and

WHEREAS, in particular, the Wisconsin Trail and the Northern Trail areas will be inaccessible to the public during said days; and

WHEREAS, the Zoo desires to have the Zoo admission fee reduced by 50% during those two days to reflect the loss in public accessibility to areas of the Zoo.

NOW THEREFORE BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and approves of the N.E.W. Zoo temporarily reducing its admission fees by 50% on the days of April 22 and 23, 2019.

Fiscal Note: This Resolution does not require an appropriation from the general fund. The projected two-day loss of \$1,575 in admission revenue will likely be offset by increased revenue due to higher Zoo attendance on those two-days, or the Zoo enterprise fund balance will be reduced by the actual shortfall amount.

Respectfully submitted,

EDUCATION AND RECREATION
COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 04/22/2019

19-041R

Authored by Corporation Counsel at request of the N.E.W. Zoo

Approved by Corporation Counsel

A motion was made by Supervisor Ballard and seconded by Supervisor Suennen **“to adopt.”**
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO RESOLUTION #11J

ON THE FOLLOWING PAGE

NEW ZOO & Adventure Park

Brown County

4418 REFORESTATION ROAD
GREEN BAY, WISCONSIN 54313

PHONE (920) 434-7841 ext. 105 FAX (920) 434-4162
E-MAIL ANDERSON_NS@CO.BROWN.WI.US



NEIL S. ANDERSON
DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 4/15/2019
REQUEST TO: Education & Recreation Committee
MEETING DATE: 4/17/2019
REQUEST FROM: Neil Anderson
Zoo & Park Management Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Zoo admission fee decrease for otter bridge removal and related construction.

ISSUE/BACKGROUND INFORMATION:

To reduce the admission fees for the NEW Zoo by 50% during the otter bridge removal and related construction of new pathway. The construction is tentatively planned for April 22nd & 23rd weather permitting. During those days, the Wisconsin Trail and Northern Trail areas will not be accessible for zoo visitors.

ACTION REQUESTED:

To Approve

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$1,575 based on previous year attendance
2. Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? 640.057.250.4600.705
 - b. If no, how will the impact be funded? Overall zoo attendance for year is anticipated to make up for the loss. Possibly increase in attendance those days will diminish loss amount.
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.
April 23rd, and 24th of 2018 we had 274 adults, 28 seniors and 86 children in paid admission.
Planning for similar attendance for 2019.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

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No. 12 -- **CLOSED SESSION** - None.

No. 13 -- **SUCH OTHER MATTERS AS AUTHORIZED BY LAW.** - None.

No. 14 -- **BILLS OVER \$5,000 FOR PERIOD ENDING MARCH 31, 2019.**

A motion was made by Supervisor Brusky and seconded by Supervisor De Wane **“to pay the bills for the period ending March 31, 2019.”** Voice vote taken. Motion carried unanimously.

No. 15 -- **CLOSING ROLL CALL**

Present: Sieber, De Wane, Hoyer, Gruszynski, Lefebvre, Erickson, Borchardt, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Lund, Deneys.

Excused: Schadewald, Nicholson

Total Present: 24 Total Excused: 2

No. 16 -- **ADJOURNMENT TO WEDNESDAY, MAY 15, 2019 AT 7:00 P.M.,
LEGISLATIVE ROOM 203, 100 N. JEFFERSON ST., GREEN BAY,
WISCONSIN.**

A motion was made by Vice Chair Lund and seconded by Supervisor Borchardt **“to adjourn to the above date and time.”** Voice vote taken. Motion carried unanimously.

Meeting Adjourned at 9:04pm

/s/ Sandra L Juno
SANDRA L. JUNO
Brown County Clerk